



TROFHOLZ

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Your Mission, Our Commitment

**Federal Supply Service
Authorized Federal Supply Schedule Price List**

Schedule 70

General Purpose Commercial Information Technology Equipment, Software and Services

Special Item No. 132-8 Purchase of Equipment

FSC Class 7010 IT System Configuration

End User Computer/Desktop
Server

Other System Configuration not elsewhere classified
Laptop/Portable/Notebook

FSC Class 7025 Input/Output and Storage Devices

Professional Workstations

Printers

Display
Graphics

Other Communication Equipment

Network Equipment

Optical Recognition Input/Output Devices
Other Input/Output and Storage Devices

FSC Class 5810 COMM Security EQ & Comps

Communication Security Equipment

Special Item No. 132-32 Term Software Licenses

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Application Software

Special Item No. 132-34 Maintenance of Software

Special Item No. 132-50 Training Courses

FPDS Code U012

Special Item No. 132-51 Information Technology Professional Services

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services

FPDS Code D316 IT Network Management Services

FPDS Code D317 Automated News Services, Data Services, or Other Information Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Contract Number: GS-35F-0400R

Period Covered by Contract: 03/10/2015 to 03/09/2020

Pricelist current Refresh# 33 through Modification # A377

TROFHOLZ

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2207 Plaza Dr. Suite 100

Rocklin CA 95765

CAGE CODE: 3CLN9

www.trofholz.com

Sales Department

2207 Plaza Dr. Suite 100

Rocklin, CA 95765

Phone: 916-577-1903

Email: sales@trofholz.com

Contracts Department

2207 Plaza Dr. Suite 100

Rocklin, CA 95765

Phone: 916-577-1903

Email: contracts@trofholz.com

Quality • Commitment • Creativity • Integrity

Products and ordering information in this Authorized FSS Information Technology schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! By accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

1.0 Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico and U.S. Territories.

- The Geographic Scope of this Contract will be domestic and overseas delivery.

2.0 Ordering Address and Payment Information:

a. **Ordering Address:**

Trofholz Technologies, Inc.
2207 Plaza Drive, Suite 100
Rocklin, CA 95765
Attn: Sales Department
Phone: (916) 577-1903
Fax: (916) 577-1904
Email: sales@trofholz.com

Orders are accepted via computer-to-computer Electronic Data Interchange (EDI). Contact the Sales Department, (916) 577-1903 regarding establishment of EDI interface.

b. **EFT Payments:**

Payment via electronic funds transfer (EFT) is the preferred method of payment. Contact the Accounts Receivable Department (916) 577-1903 to setup.

c. **Credit Card Payments:**

Credit cards are accepted for payments equal to or less than the micro-purchase threshold of \$2500 for oral or written delivery orders. Credit cards payments above the \$3,000 micro-purchase threshold will be assessed a processing fee of 4%. Purchase cards ARE NOT eligible for any negotiated prompt payment discount.

d. **Mailing Payments:**

Accounts Receivable
Trofholz Technologies, Inc.
2207 Plaza Drive, Suite 100
Rocklin, CA 95765

e. **To obtain technical and/or ordering assistance contact:**

Phone: (916) 577-1903; Fax: (916) 577-1904
Email: sales@trofholz.com

f. **Authorized Dealers:** When Authorized Dealers are allowed to bill ordering activities and accept payment, the order and/or payment must be in the name of Trofholz Technologies, Inc., in care of the Authorized Dealer.

3.0 Liability for Injury or Damage

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4.0 Statistical Data for Government Ordering Office Completion of SF 279:

Block 9: G. Order/Modification under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: 119514144
 Block 30: Type of Contractor: A. Small Disadvantaged Business
 Block 31: Woman-Owned Small Business - Yes
 Block 36: Contractor's Taxpayer Identification Number (TIN): 56-2299363
 4a. CAGE Code: 3CLN9
 4b. Trofholz has registered with the Central Contractor Registration Database.

5.0 FOB: Destination

6.0 Delivery Schedule

- a. **Time of Delivery:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

| <i>SPECIAL ITEM NUMBER</i> | <i>DELIVERY TIME (DAYS ARO)</i> |
|--------------------------------|--|
| 132-51 Information Technology | 30 days or as mutually established in the Task Order |
| 132-8 Purchase of Equipment | 45 days or as mutually established in the Task Order |
| 132-32 Term Software Licenses | 30 days or as mutually established in the Task Order |
| 132-34 Maintenance of Software | 30 days or as mutually established in the Task Order |
| 132-50 Training | 30 days or as mutually established in the Task Order |

- b. **Urgent Requirements:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery period shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7.0 Discounts:

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. **Prompt Payment:** 1% - 15 days from receipt of invoice or date of acceptance, whichever is later.

8.0 Trade Agreements Act of 1979, as amended:

All items are U.S. made products, designated country products, Caribbean Basin country products, Canadian products or Mexican products as defined in the Trade Agreements Act of 1979, as amended.

9.0 STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

None

10.0 SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is \$100.

11.0 MAXIMUM ORDER:

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses

12.0 USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.

Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

- c. **BLANKET PURCHASE AGREEMENTS (BPAS).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- d. **PRICE REDUCTIONS.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.
- e. **SMALL BUSINESS.** For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. **DOCUMENTATION.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13.0 **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine

whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14.0 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- a. **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- b. **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- c. **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

- e. **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. **AVAILABILITY OF FUNDS:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- K. **OVERTIME:** FOR PROFESSIONAL SERVICES, THE LABOR RATES IN THE SCHEDULE SHOULD NOT VARY BY VIRTUE OF THE CONTRACTOR HAVING WORKED OVERTIME. FOR SERVICES APPLICABLE TO THE SERVICE CONTRACT ACT (AS IDENTIFIED IN THE SCHEDULE), THE LABOR RATES IN THE SCHEDULE WILL VARY AS GOVERNED BY LABOR LAWS (USUALLY ASSESSED A TIME AND A HALF OF THE LABOR RATE).

15.0 CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16.0 GSA Advantage!

GSA Advantage! Is on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaaadvantage.gov>

17.0 PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract

and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.402 (f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **ONLY IF-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18.0 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements that result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19.0 OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20.0 BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21.0 CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74; Industrial Funding Fee and Sales

Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22.0 INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or 132-9.

23.0 SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) in accordance with the EIT standards at Trofholz's webpage the following:

<http://www.trofholz.com/>

The EIT standard can be found at www.Section508.gov/.

24.0 PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order—

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:

This order is placed under written authorization from _____-dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25.0 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26.0 SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable based on participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27.0 ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

1.0 MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2.0 ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3.0 TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4.0 INSTALLATION AND TECHNICAL SERVICES

INSTALLATION. When the equipment provided under this contract is not normally self-installable, Trofholz's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. Trofholz's rates for such services are listed in the price schedule; please contact Trofholz for a quote.

- a. *INSTALLATION, DEINSTALLATION, REINSTALLATION.* The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.
- b. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8.
- c. *OPERATING AND MAINTENANCE MANUALS.* The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals, which are normally provided with the equipment being purchased.

5.0 INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6.0 WARRANTY

- | | | | | |
|----|----------|----------|---------|----------|
| a. | Hardware | Standard | Limited | Warranty |
|----|----------|----------|---------|----------|
- Trofholtz Technologies, Inc. (Trofholtz) passes on to the original purchaser of the hardware product ("the Product"), the manufactures' warranty that the Product is free from defects in materials and workmanship under normal use for the period of the manufacturer's warranty. This Limited Warranty applies only to Products that were purchased from Trofholtz or an authorized Trofholtz VAR and extends only to the original purchaser of the Product. Protection under this Limited Warranty is not transferable to anyone who subsequently purchases the Product from the original purchaser.

Should the product fail to conform to this warranty during the period set forth herein, Trofholtz will apply the manufacturer's warranty agreement. Trofholtz may, at its option, use new, reconditioned or re-manufactured replacement parts. All replacement products and parts will assume the remaining warranty of the original product or the part manufacturer's warranty, whichever is longer...

To obtain service under this Agreement, the owner should call their reseller or Trofholtz direct at (916) 577-1903. Notice of warranty claims must be received before the expiration of the warranty period. If replacement or repair is necessary under the warranty, purchaser must return the unit within the date specified on the product's warranty. All products returned for repair or replacement under these warranty provisions must be accompanied by the original purchaser's proof-of-purchase. The manufacturer, not the client, will pay shipping on units being returned for warranty repair or replacement within the continental United States.

This Limited Warranty does not cover any Product (a) that has been the subject of accident, misuse, disassembly, neglect, or abuse; (b) that has been the subject of improper installation, use or handling by someone other than Trofholtz or a Trofholtz authorized service provider; (c) that has been repaired, modified, or altered by someone other than Trofholtz or a Trofholtz authorized service provider; (d) that has been operated under in a manner that is inconsistent with Trofholtz's written specifications or recommendations or those of the manufacturer; or (e) that has been damaged by the use of equipment or parts not sold by Trofholtz.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Contact Trofholtz for determination of applicable location dependent upon your product. All questions regarding warranty information should be directed to Trofholtz Technologies, Inc. at (916) 577-1903.

7.0 PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

Trofholtz shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9.0 TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1.0 INSPECTION/ACCEPTANCE

The Government shall accept or reject software in writing within thirty (30) calendar days after date of delivery.

2.0 GUARANTEE/WARRANTY

- a. With regard to any software provided with the Product and licensed to the purchaser ("Software"), Trofholz will pass the warranty for the software that the programmer or manufacturer provides. Trofholz warrants that the media on which the Software is recorded will be free from defects in material and workmanship under normal use for a period of 30 days from the date of purchase. If Trofholz is notified within 30 days from the date of purchase that the media contains such defects, Trofholz will, after verification of such defects, either replace the defective media or refund the purchase price of the media in lieu of repair. Trofholz disclaims any and all additional warranties, conditions and representations, whether express, implied or statutory, with respect to the Software, its quality, performance, merchantability or fitness for a particular purpose. Trofholz does not warrant that the Software will be error-free, or that the functions of the Software will be uninterrupted. The Software is provided "AS IS," except to the extent of any express warranties offered by the manufacturer of the Software, as set forth in the applicable software license agreement contained in or accompanying the Software or as otherwise set forth above. This Limited Warranty does not cover labor performed for configuring software and virus detection. Removal of the software and performance of such services will be subject to non-Warranty diagnostic and repair fees. Trofholz is not responsible for repairs or defect testing of non-covered items.

Trofholz shall not be responsible for any software programs, data or other information stored or used on any media or part of any Product returned to Trofholz or its authorized service providers for warranty service or other repair, including but not limited to the costs of recovering such programs, data, or other information. Trofholz and its service providers will not be responsible for contents of the hard disk or any other data storage media that are altered, deleted, modified or lost during service or repair of the Product. It is solely the responsibility of the purchaser to back up any software programs, data, or information stored on any storage media or any part of a Product returned for service or repair.

- b. This limited warranty gives you specific legal rights that vary from state to state. Trofholz's responsibility for malfunctions and defects in hardware, software and labor is limited to repair and replacement as set forth in this warrant statement. All express warranties are limited to the terms contained in this statement. All implied warranties, including but not limited to any implied warranties of and conditions of merchantability and fitness for a particular purpose are expressly excluded.
- c. All questions regarding warranty information should be directed to Trofholz Technologies, Inc. at (916) 577-1903.
- d. Trofholz warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

- e. Limitation of Liability. Except as otherwise provided by an express or implied warranty, Trofholz will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3.0 TECHNICAL SERVICES

Trofholz, without additional charge to the ordering activity, shall provide a hot line technical support number 1-866-577-1903 or 916-577-1903 for providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 a.m. to 5:00 p.m. Pacific Standard Time.

4.0 SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:

 X 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

 X 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate telephone support, on-line technical support, customized support and/or technical expertise that are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by Trofholz on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5.0 PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30)-calendar day's written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance are to be continued during any remainder of the contract period.

- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance are to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6.0 CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity, the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits, which have accrued while the software was on a term license, and the date of the last update or enhancement.
- b. Conversion credits, which are provided, shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to (TBD) % of all term license payments during the period that the software was under a term license within the ordering activity.

7.0 TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of (TBD) * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment, which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8.0 UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - 1. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - 2. Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision

of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

3. Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation or information therein, which the ordering activity may already have or obtains without restrictions.
4. The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
5. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9.0 SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits, which accrued while the earlier version was under a term license, shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10.0 DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation that are offered.

11.0 RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1.0 SCOPE

- a. Trofholz shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general-purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. Trofholz shall provide training at Trofholz's facility and/or at the ordering activity's location, as agreed to by Trofholz and the ordering activity.

2.0 ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3.0 TIME OF DELIVERY

Trofholz shall conduct training on the date (time, day, month, and year) agreed to by Trofholz and the ordering activity.

4.0 CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify Trofholz at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. Trofholz will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. Trofholz agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event Trofholz is unable to conduct training on the date agreed to by Trofholz and the ordering activity, Trofholz must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5.0 FOLLOW-UP SUPPORT

Trofholz agrees to provide each student with unlimited telephone support for a period of two (2) weeks from the completion of the training course. During this period, the student may contact Trofholz's instructors for refresher assistance and answers to related course curriculum questions.

6.0 PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7.0 INVOICES AND PAYMENT

Invoices for training shall be submitted by Trofholz after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8.0 FORMAT AND CONTENT OF TRAINING

- a. Trofholz shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. Trofholz shall provide each student with a Certificate of Training at the completion of each training course.
- d. Trofholz shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9.0 "NO CHARGE" TRAINING

N/A

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1.0 SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. Trofholz shall provide services at TROFHOLZ's facility and/or at the ordering activity location, as agreed to by TROFHOLZ and the ordering activity.

2.0 PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between TROFHOLZ and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by TROFHOLZ to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate TROFHOLZ. Incentives shall be based on objectively measurable tasks.

3.0 ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4.0 PERFORMANCE OF SERVICES

- a. TROFHOLZ shall commence performance of services on the date agreed to by TROFHOLZ and the ordering activity.
- b. TROFHOLZ agrees to render services only during normal working hours, unless otherwise agreed to by TROFHOLZ and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5.0 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order, require TROFHOLZ to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to TROFHOLZ, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, TROFHOLZ shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to TROFHOLZ, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - i. Cancel the stop-work order; or
 - ii. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, TROFHOLZ shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - i. The stop-work order results in an increase in the time required for, or in TROFHOLZ's cost properly allocable to, the performance of any part of this contract; and
 - ii. TROFHOLZ asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6.0 INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7.0 RESPONSIBILITIES OF TROFHOLZ

TROFHOLZ shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8.0 RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9.0 INDEPENDENT CONTRACTOR

All IT Services performed by TROFHOLZ under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10.0 ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.
 - i. “Contractor” means the person, firm, unincorporated association, joint venture, partnership or corporation that is a party to this contract.
 - ii. “Contractor and its affiliates” and “Contractor or its affiliates” refers to TROFHOLZ, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving TROFHOLZ, any entity into or with which TROFHOLZ subsequently merges or affiliates, or any other successor or assignee of TROFHOLZ.
 - iii. An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by TROFHOLZ and its affiliates, may either (i) result in an unfair competitive advantage to TROFHOLZ or its affiliates or (ii) impair TROFHOLZ’s or its affiliates’ objectivity in performing contract work.
 - iv. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on TROFHOLZs, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11.0 INVOICES

TROFHOLZ, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12.0 PAYMENTS

For firm-fixed price orders, the ordering activity shall pay the TROFHOLZ, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
- (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries or affiliates of the offeror under a common control.

13.0 RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14.0 INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15.0 APPROVAL OF SUBCONTRACTS

The ordering activity may require that TROFHOLZ receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16.0 DESCRIPTION OF IT SERVICES AND PRICING

- a. This section provides a description of each type of IT Service offered under Special Item Numbers **132-51**.
- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

17.0 Labor Categories and Pricing

Senior Management Director

Functional Responsibility: The Senior Management Director provides management support to Commanders, Chief Executive Officers, Chief Financial Officers, Chief Information Officers, and other top management positions. Responsible for overseeing several consulting engagement projects and assuring that all work is of the highest quality possible, that all contract terms are being met, and that the client is completely satisfied with services and products provided, supervising one or more employees, carrying out supervisory responsibilities in accordance with the applicable policies and applicable laws. May control and be accountable for all resources of department, program or subdivision of the company or company's work. Ensures adequate personnel with the necessary skills are retained to support completion of projects on time, within budget, and in accordance with contract specifications and quality control standards.

Minimum/General Experience: Requires a minimum of 15 years of professional experience.

Minimum Education: Master's degree. A Bachelor's degree and qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Program Manager

Functional Responsibility: The Program Manager is responsible for managing the contract and serving as Contractor's authorized interface with the customer's Contracting Officer (CO), the Contracting Officer's Representative (COR), and customer's management and technical personnel; developing plans, formulating work standards, developing and managing schedules, determining needs, investigating and resolving problems, and interfacing with other company functions, preparing capital and operating requests, and managing staff; interviewing, hiring, and training employees; addressing customer and employee complaints and resolving problems; control and accountability of resources; overall contract performance.

Minimum/General Experience: Requires a minimum of 12 years related experience, including comprehensive knowledge of related managerial and technical fields.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Project Manager

Functional Responsibility: The Senior Project Manager is responsible for serving as a project or team lead with technical, administrative and managerial responsibilities that include: formulating work plans and schedules; supervising/directing the daily activities of the project team in meeting task/project/work breakdown structure requirements; identifying and resolving employees and/or project problems or complaints, and for ongoing evaluation of work and quality of products/services.

Minimum/General Experience: Requires a minimum of 10 years related experience.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Project Manager

Functional Responsibility: The Project Manager is responsible for serving as a project or team lead with technical, administrative and managerial responsibilities that include: formulating work plans and schedules; supervising/directing the daily activities of project team in meeting task/project/work breakdown structure requirements; identifying and resolving employees and/or project problems or complaints, and for ongoing evaluation of work and quality of products/services

Minimum/General Experience: Requires a minimum of 5 years related experience.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Project Controller

Functional Responsibility: The senior project controller is responsible for managing project information and serving as a team lead relating to contractual requirements and cost for submittal to the program/project manager for review and approval. The senior project controller has a firm understanding of accounting management and contract principles, and can use computer tools such as spreadsheets, databases, accounting software, word processors, graphics systems and project management systems.

Minimum/General Experience: Requires a minimum of 5 years related experience.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Program Administration Specialist

Functional Responsibility: The Program Administration Specialist assists in the preparation of management plans and reports. Coordinates schedules to facilitate completion of proposals, contract deliverables, task order review, briefing/presentations and IPR preparation. Performs analysis, development and review of program administrative operating procedures. Specialized experience in general contract administration.

Minimum/General Experience: Requires a minimum of 4 years related experience, 2 years of which should be specifically in contract administration.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Project Controller

Functional Responsibility: The project controller is responsible for creating and maintaining project information relating to contractual requirements and cost for submittal to the program/project manager for review and approval. The project controller has a basic understanding of accounting and contract principles, and can use computer tools such as spreadsheets, databases, accounting software, word processors, graphics systems and project management systems.

Minimum/General Experience: Requires a minimum of 3 years related experience.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Management Consultant

Functional Responsibility: The Senior Management Consultant provides oversight to the Principal Consultants. Also provides additional consultation to agency heads, directors and senior managers on quality improvement, ISO9000 certification, business process reengineering and strategic implementation of information technology techniques. Manages the designs, organization, leads, and conducts executive level workshops, benchmarking, and surveys. Manages a team of Principal Consultants and Analysts.

Minimum/General Experience: Requires a minimum of 15 years related experience with intensive experience in the individual's field of study and specialization.

Minimum Education: Master's degree. A Bachelor's degree and qualifying technical training and/or experience may be substituted for education using the relationship of one year of training and/or experience for each year of education.

Minimum Education: Master's degree. A Bachelor's degree and qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Principal Consultant

Functional Responsibility: The Principal Consultant provide consulting to agency heads, directors, and senior managers on quality improvement, ISO9000 certification, business process reengineering and

strategic implementation of information technology techniques. Designs, organizes, leads, and conducts executive level workshops, benchmarking, and surveys. Manages a team of senior consultants and analysts.

Minimum/General Experience: Requires a minimum of 12 years related experience with intensive experience in the individual's field of study and specialization.

Minimum Education: Master's degree. A Bachelor's degree and qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Principal Analyst

Functional Responsibility: The Principal Analyst is responsible for performing quantitative analyses and developing strategies in support of management decisions, training programs, cost and financial management, systems, data, and communications using such tools as modeling, analysis, consulting services and the management of external technical resources. The principal analyst will manage and supervise development of statistical models and data-driven analyses, and will consult with clients to define program needs, proper analytical methodologies, and initiate and execute projects. The principal analyst will use data mining to gather relevant data, develop and implement processes to increase quality analyses, and support scheduling and tracking of model development initiatives.

Minimum/General Experience: Requires a minimum of 10 years related experience.

Minimum Education: Master's degree. A Bachelor's degree and qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Analyst

Functional Responsibility: The Senior Analyst is responsible for performing quantitative analyses and developing strategies in support of management decisions, training programs, cost and financial management, systems, data, and communications using modeling, analysis, consulting services and the management of external technical resources. The senior analyst will develop statistical models and data-driven analyses, and will consult with clients to define program needs, proper analytical methodologies, and initiate and execute projects. The senior analyst will use data mining to gather relevant data, develop and implement processes to increase quality analyses, and support scheduling and tracking of model development initiatives.

Minimum/General Experience: Requires a minimum of 7 years related experience.

Minimum Education: Master's degree. A Bachelor's degree and qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Analyst

Functional Responsibility: The Analyst is responsible for performing quantitative analyses and developing strategies in support of management decisions, training programs, cost and financial management, systems, data, and communications using modeling, analysis, consulting services and the management of external technical resources. The analyst will develop statistical models and data-driven analyses, and will consult with clients to define program needs, proper analytical methodologies, and initiate and execute projects. The analyst will use data mining to gather relevant data, develop and implement processes to increase quality analyses, and support scheduling and tracking of model development initiatives.

Minimum/General Experience: Requires a minimum of 5 years related experience.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Junior Analyst

Functional Responsibility: The Junior Analyst is responsible for developing strategies in support of management decisions, training programs, cost and financial management, systems, data, and communications using modeling, analysis, consulting services and the management of external technical resources. The junior analyst assists development of statistical models and data-driven analyses, and assists senior analysts in defining program needs, and proper analytical methodologies. The junior analyst, under supervision, conducts data mining to gather relevant data, develops and implements processes to increase quality analyses.

Minimum/General Experience: Requires a minimum of 3 years related experience.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Cost / Budget Analyst

Functional Responsibility: The Cost / Budget Analyst performs Functional Economic Analysis (FEA) to evaluate the costs of alternative ways to accomplish functional objectives. The FEA states investment costs, benefits, and risks as a net change to the functional baseline cost, the cost of doing business now and in the future. Ensures that cross-functional, security, and other integration issues are addressed. Provides technical and financial justifications by collecting information in standard formats to support computer system selections.

Minimum/General Experience: Requires a minimum of 2 years related experience.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Data Validation Specialist

Functional Responsibility: The Data Validation Specialist provides technical support in the evaluation of prime objectives names, data elements, and other objects. Evaluates proposed objects and their attributes. Ensures that proposed object definitions are clear, concise, technically correct, and they represent singular concepts. Ensures the values of object attributes and domains are accurate and correct. Ensures the proposed objects are consistent with data and process models.

Minimum/General Experience: Requires a minimum of 2 years of experience.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Supply/Logistics Specialist

Functional Responsibility: Enhances product workflow by analyzing and developing logistics plans that affect production, distribution and inventory. Creates and reviews procedures for distribution and inventory management to maximize customer satisfaction and minimize cost. Relies on instructions and pre-established guidelines to perform job functions. Typically reports to a program or project manager.

Minimum/General Experience: Requires a minimum of 2 years related experience.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Subject Matter Expert

Functional Responsibility: The Senior Subject Matter Expert is responsible for defining problems, completing analyses, and develops plans and requirements in the subject matter area for moderately complex to highly complex systems/programs, and coordinates and manages analyses, evaluations, and recommendations

Minimum/General Experience: Requires a minimum of 12 years' experience specifically in functional area of expertise.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Subject Matter Expert

Functional Responsibility: The Subject Matter Expert is responsible for defining problems, completing analyses, and develops plans and requirements in the subject matter area for moderately complex to highly complex systems/programs, and coordinates and manages analyses, evaluations, and recommendations

Minimum/General Experience: Requires a minimum of 8 years of experience specifically in functional area of expertise.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Training Specialist

Functional Responsibility: The Training Specialist conducts the research necessary to develop and revise training courses. Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates and course critique forms). Trains personnel by conducting formal classroom courses, workshops and seminars.

Minimum/General Experience: Requires a minimum of 6 years of experience, 2 years of which must be specialized.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Contract Administrator

Functional Responsibility: The Senior Contract Administrator is responsible for overseeing and leading the contractual and administrative activities. Directs a group in determining needs, developing plans and projects and executing the organizational goals. Responsible for interfacing with personnel inside and outside of the organization - such as government representatives and/or management level personnel from other companies. Provides overall leadership and guidance for a function or department, organizing and directing work, coordinating efforts with other functions, assessing financial impact, and directing personnel to achieve objectives.

Minimum/General Experience: Requires a minimum of 10 years related experience.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Contract Administrator

Functional Responsibility: The Contract Administrator is responsible for overseeing and leading the contractual and administrative activities. Directs a group in determining needs, developing plans and projects and executing the organizational goals. Responsible for interfacing with personnel inside and outside of the organization - such as government representatives and/or management level personnel from other companies. Provides overall leadership and guidance for a function or department, organizing and directing work, coordinating efforts with other functions, assessing financial impact, and directing personnel to achieve objectives.

Minimum/General Experience: Requires a minimum of 6 years related experience.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Quality Assurance Manager

Functional Responsibility: The Quality Assurance Manager establishes and maintains a process for evaluating software and associated documentation. Determines the resources required for quality control. Maintains the level of quality throughout the software life cycle. Conducts formal and informal reviews at pre-determined points throughout the development life cycle. Provides daily supervision and direction to

support staff. Overseas configuration management, verification and validation, system/software testing and integration, software metrics and their application to system/software quality assessment.

Minimum/General Experience: Requires a minimum of 8 years related experience, 5 years of which must be specialized.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Quality Assurance Analyst

Functional Responsibility: The Quality Assurance Analyst provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure government standards/requirements are adhered to, and for progress in accordance with schedules. Coordinates with the Project Manager and/or Quality Assurance Manager to ensure problem solution and user satisfaction. Makes recommendations for approval of major systems installation. Performs configuration management, verification and validation, system/software testing and integration, software metrics and their application to system/software quality assessment. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates and end user representatives.

Minimum/General Experience: Requires a minimum of 6 years related experience, 3 years of which must be specialized.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Technical Writer

Functional Responsibility: Responsible for collecting, organizing, and developing information required to produce a wide range of complex technical publications including, technical reports, summary reports, newsletters, abstracts, research publications, monographs, multimedia materials, trip reports, media advisories, scripts, training materials, proposals, public relations materials, and other technical documents. Responsible for writing and editing wide range of complex technical publications prepared by technical writers, and/or organizing material prepared by technical personnel into comprehensive publications compliant with contract requirements and standards.

Minimum/General Experience: Requires a minimum of 8 years related experience, 2 years of which must be specialized in advanced editing of similar publications.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Technical Writer

Functional Responsibility: Responsible for collecting, organizing, analyzing, and developing information required to produce a wide range of complex technical publications including, technical reports, summary reports, newsletters, abstracts, research publications, monographs, multimedia materials, trip reports, media advisories, scripts, training materials, proposals, public relations materials, and other technical documents. Responsible for writing and editing wide range of complex technical publications, organizing material prepared by technical personnel into comprehensive publications compliant with contract requirements and standards.

Minimum/General Experience: Requires a minimum of 4 years related experience, 2 years of which must be specialized.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Administrative Assistant

Functional Responsibility: The Administrative Assistant is responsible for high-level executive administration. Expected to perform with general guidelines, relying on experience to accomplish the majority of assignments with limited direction. Performs a variety of administrative/paraprofessional responsibilities sometimes confidential or complex in nature. Other duties may include, but are not limited to conference and meeting support, arranges travel and hotel accommodations, confirm all logistics, process applications, prepares letters, develops charts and tables, and event planning support. May assign and supervise the work of additional administrative support personnel. Full knowledge of most commonly used word processing packages (MS Word), and familiarity with the use of database and spreadsheet packages such as MS Access and MS Excel.

Minimum/General Experience: Requires a minimum of 5 years related experience

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Administrative Support

Administrative Support is responsible for the effective administration of daily operations. Assures that acceptable administrative services are provided to the client within budget, on schedule and with minimum disruption. Performs various administrative actions such as conference and meeting support, arranges travel and hotel accommodations, confirm all logistics, process applications, prepares letters, develops charts and tables, and event planning support. Other administrative duties may be assigned as needed. Full knowledge of most commonly used word processing packages (MS Word), and familiarity with the use of database and spreadsheet packages such as MS Access and MS Excel.

Minimum/General Experience: Requires a minimum of 3 years related experience

Minimum Education: High School diploma or equivalent.

Engineering Manager

Functional Responsibility: The Engineering Manager implements engineering concepts, procedures and practices. Develops and refines new engineering techniques to enhance quality and productivity. Established performance and technical standards. Generates and approves project and testing specifications. Schedules and allocates work, provides advice and guidance, and resolves problems to meet performance and financial objectives. May lead or coordinate complex task/project teams.

Minimum/General Experience: Requires a minimum of 10 years related experience, 4 years of which must be specialized.

Minimum Education: Bachelor's Degree in Engineering. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Engineer

Functional Responsibility: The Senior Engineer implements engineering principles, techniques and processes. Decides appropriate tests to evaluate, debug and check systems. Documents the result of complex analysis and design tasks. May design complex systems; assists in developing standards and techniques. May act in a lead role of a project team. Responsible for functioning as an expert in an engineering design/development area; and or act as task leader in the design, testing, troubleshooting, technical support and documentation of products and processes.

Minimum/General Experience: Requires a minimum of 8 years related experience, 4 years of which must be specialized.

Minimum Education: Bachelor's degree in Engineering. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Engineer

Functional Responsibility: The Engineer performs complex engineering analysis and design tasks. Prepares specifications and design, and implements solutions. May design subsystems; assists in developing standards. May work as part of a project team. Responsible for functioning as an expert in an engineering design/development area; and or act as task leader in the design, testing, troubleshooting, technical support and documentation of products and processes.

Minimum/General Experience: Requires a minimum of 4 years related experience.

Minimum Education: Bachelor's degree in Engineering. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Space Planning Engineer

Functional Responsibility: The Space Planning Engineer is responsible for providing expert advice, assistance, guidance or counseling in support of an agencies' management of facilities design and utilization. This may also include studies, analyses and reports documenting any proposed developmental, consultative or implementation efforts to plan, coordinate, and accomplish major facility improvements, alterations and relocations. This individual will routinely interact with client agency representatives to provide the appropriate strategic business and action plans. Relevant skills include project management, architectural design consulting, impact analysis, interior design, and space planning.

Minimum/General Experience: Requires a minimum of 4 years related experience.

Minimum Education: Bachelor's Degree in Architecture or related studies. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Enterprise Web Developer

Functional Responsibility: The Senior Enterprise Web Developer is responsible for creating functional websites, adding images and material to existing web pages, creating hyperlinks and functional link menus as required, ensuring website conforms to site map, interface implementation, testing and troubleshooting web pages for campus-wide or enterprise-wide Internet/Web-enabled based systems. Manages a team of graphic designers and other members of a project team to develop the site concept, interface design and architecture of the website. Uses Internet/Intranet architecture and applications; database design/development, programming, Cold Fusion server and client-side scripting, user-authentication schemes, firewall design and implementation, computer generated graphics, HTML, and related applications, electronic commerce, EDI, router implementation and management, servers, domains, DNS, network capabilities, and configurations.

Minimum/General Experience: Requires a minimum of 8 years related experience, 4 years of which must be specialized.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Enterprise Web Developer

Functional Responsibility: The Enterprise Web Developer is responsible for creating functional websites, adding images and material to existing web pages, creating hyperlinks and functional link menus as required, ensuring website conforms to site map, interface implementation, testing and troubleshooting web pages for campus-wide or enterprise-wide Internet/Web-enabled based systems. Manages a team of graphic designers and other members of a project team to develop the site concept, interface design and architecture of the website. Uses Internet/Intranet architecture and applications; database design/development, programming, Cold Fusion server and client-side scripting, user-authentication schemes, firewall design and implementation, computer generated graphics, HTML, and related applications, electronic commerce, EDI, router implementation and management, servers, domains, DNS, network capabilities, and configurations.

Minimum/General Experience: Requires a minimum of 6 years related experience, 2 years of which must be specialized.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Web Development Engineer

Functional Responsibility: The Web Development Engineer prepares web pages for the Internet/Intranet applications. Develops web page content based upon interviews and other data provided; utilizes web page authoring system(s) to create layouts and coding. Applies HTML, JavaScript, Cold Fusion, Application Server and other state-of-the-art tools to create dynamic web page designs. Work is done for a specific site or functional group and represents a component of a larger system.

Minimum/General Experience: Requires a minimum of 5 years related experience, 2 years of which must be specialized.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Graphics/Multimedia Specialist

Functional Responsibility: The Senior Graphics/Multimedia Specialist is responsible for graphic design and innovation; analytical ability and creative problem solving skills for visual information design. Is proficient with state-of-the-art software to produce accurate and innovative graphic designs. Utilizes Adobe Photoshop, Adobe Illustrator, Corel Draw, Adobe In-Design; Microsoft PowerPoint; Macromedia Dreamweaver, Fireworks, Flash; and Director.

Minimum/General Experience: Requires a minimum of 4 years related experience, 2 years of which must be specialized.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Graphics/Multimedia Specialist

Functional Responsibility: The Graphics/Multimedia Specialist is responsible for graphic design and innovation; analytical ability and creative problem solving skills for visual information design. Is proficient with state-of-the-art software to produce accurate and innovative graphic designs. Utilizes Adobe Photoshop, Adobe Illustrator, Corel Draw, Adobe In-Design; Microsoft PowerPoint; Macromedia Dreamweaver, Fireworks, and Flash.

Minimum/General Experience: Requires a minimum of 3 years related experience.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Applications Programmer

Functional Responsibility: The Senior Applications Programmer analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers to ensure program deadlines are met. Manages programmers on large-scale database management systems, develops complex software to satisfy design objectives.

Minimum/General Experience: Requires a minimum of 10 years related experience, 4 years of which must be specialized.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Geographic Information Systems Programmer

Functional Responsibility: The Geographic Information Systems Programmer is responsible for providing application programming and development support on networks and/or PC's. Coding and designing new and/or modifying programs; modifying scripts as required; controlling system testing; debugging, reviewing and approving output; preparing user, operation and program documentation based upon established policies. Capable of 3D modeling, slope, volume, area, hills hade analysis, raster rectification & registration, spatial modeling, 3D movie flyby's, surface modeling, image analysis, cartography, demographic modeling, travel time and cost analysis, route analysis, training, creation of FGDC metadata, operating and maintenance of GPS unit. Creation of geospatial data, general surveying using an EDM and GPS device, operation of the GPS unit, recording and mapping of the GPS data, creation of and maintaining the GIS databases, creation thematic mapping with various software applications such as, but not limited to: ArcIMS for various interactive mapping themes. Software used to accomplish these tasks may be any of the following: ArcView(ESRI), ArcInfo, ArcIMS(ESRI), AutoCAD 2000NT, Dreamweaver HTML editor, Adobe PhotoShop, Adobe Acrobat & PDFWriter and numerous other programs running on a client's Intra/Extranet servers.

Minimum/General Experience: Requires a minimum of 8 years related experience, 3 years of which must be specialized.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Database Programmer II

Functional Responsibility: The Database Programmer II is responsible for designing and developing database tools to support customer projects/programs. Guides database development projects from inception to timely and successful completion, including technical vision throughout all phases of tool development. Develops test plans, provides unit test for all objects developed and verifies that products meet specifications.

Minimum/General Experience: Requires a minimum of 6 years related experience.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Help Desk Manager

Functional Responsibility: The Help Desk Manager manages help desk personnel. Provides daily supervision and direction to staff responsible for telephone and in-person support to users in the areas of e-mail, directories, COTS, standard Windows desktop applications and applications developed or deployed under specific contract. Serves as the subject matter expert for troubleshooting hardware/software PC and printer problems.

Minimum/General Experience: Requires a minimum of 8 years related experience.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Help Desk Specialist

Functional Responsibility: The Help Desk Specialist provides telephone and in-person support to users in the areas of e-mail, directories, standard windows desktop COTS applications and applications developed under this contract for predecessors. Serves as initial point of contact for troubleshooting hardware/software PC and printer problems. Assists users with PC operating systems, networking, mail standards and client/server issues.

Minimum/General Experience: Requires a minimum of 4 years related experience, 2 years of which must be specialized.

Minimum Education: High School Diploma or equivalent with technical training.

Help Desk Coordinator

Functional Responsibility: The Help Desk Coordinator is responsible for creating and maintaining help desk tickets and other related project information. Plans and coordinates Help Desk Specialists schedules and response times. Ensures policy and regulation compliance. Updates and implements standard operating procedures, in accordance with local policies and governing regulations. Utilizes spreadsheets, databases, word processors, graphics systems and project management systems.

Minimum/General Experience: Requires a minimum of 4 years related experience.

Minimum Education: High School Diploma or equivalent with technical training.

Communications Specialist

Functional Responsibility: The Communications Specialist is responsible for systems engineering analysis and design of communications systems, including infrastructure support, application software, databases, communications and networking. Evaluates, analyzes and designs data communication standards, interface criteria, modem requirements, communications security equipment requirements and operating characteristics. Applies appropriate traffic engineering practices to communications networks that ensure their ability to support the data processing requirements.

Minimum/General Experience: Requires a minimum of 6 years related experience, 4 years of which must be specialized in Computer Security.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Cable Installer

Functional Responsibility: The Cable Installer performs or oversees the installation of cables such as telephone, coaxial and fiber optic, including vertical and horizontal cable pairs to the desktop. Responsible for installing, modifying and troubleshooting aerial and underground copper and fiber optic cable. Locates and diagnoses signal transmission defects using various test equipment and visual inspection. Uses tools and related test equipment, ground power equipment, and pressure equipment. Prepares necessary written reports. Is expected to communicate effectively with technical and management personnel as required.

Minimum/General Experience: Requires a minimum of 4 years related experience.

Minimum Education: High School Diploma or equivalent and applicable training certification.

Network Systems Manager

Functional Responsibility: The Network Systems Manager supervises all personnel engaged in the operation and support of network facilities, including all communications equipment in large scale or multi-shift operations. Assigns personnel to various projects, directs their activities, reviews, evaluates their work and prepares performance reports. Confers with and advises subordinates on administrative policies and procedures, technical problems, priorities and methods. Supervises complex operations that involve multiple functions such as, network operations, systems security, systems software and network support.

Minimum/General Experience: Requires a minimum of 10 years related experience, 2 years of which must be specialized.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Software Engineer

Functional Responsibility: The Senior Software Engineer provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with the Project and/or Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares

milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates and end user representatives. Provides daily supervision and direction to support staff. Analysis and design of business applications on complex systems for large-scale computers, data base management, use of programming languages such as Ada, COBOL, 4GL, and/or DBMS.

Minimum/General Experience: Requires a minimum of 8 years related experience, 2 years of which must be specialized. Requires at least two technical certifications.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Software Engineer

Functional Responsibility: The Software Engineer performs systems analysis and design of business applications on complex systems for large-scale computers. Formulates specifications for computer programmers to use in coding, testing and debugging of computer programs. Utilizes data base management concepts, programming languages such as Ada, COBOL, 4GL and/or DBMS. Manages technical applications and current storage and retrieval methods.

Minimum/General Experience: Requires a minimum of 4 years related experience, 2 years of which must be specialized. Requires at least one technical certification.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Network Engineer

Functional Responsibility: The Network Engineer tests and analyzes all elements of the network facilities including power, software, security features, communications devices, lines, modems and terminals and for the overall integration of the enterprise network. Responsible for the planning, modeling, simulation, design, installation, maintenance, management and coordination of the network. Monitors and controls the performance and status of the network resources. Utilizes software and hardware tools, identifies and diagnoses complex problems and factors affecting network performance. Maintains technical currency and studies vendor products to determine those which best meet client needs. Responsibilities include writing and maintaining documentation/ policies and procedures, interacting with end-users to assist in resolution of issues, training end-users in newer technologies, which have become available. Provides guidance and direction for less experienced network support technicians.

Minimum/General Experience: Requires a minimum of 8 years related experience, 2 years of which must be specialized. Requires at least two technical certifications.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Senior Systems Engineer

Functional Responsibility: The Senior Systems Engineer establishes system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software, hardware and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Evaluates analytical and systematical problems of workflows, organization, plans and develops appropriate corrective action. Provides daily supervision and direction to staff of system engineers. Works with network topologies and configurations, such as X.25, TCP/IP, API, VOIP, IPX, Frame Relay, ATM, bridges, routers, hubs. Has a strong knowledge of the logical and physical functional, operational and technical architecture of large and complex information systems.

Minimum/General Experience: Requires a minimum of 8 years related experience, 2 years of which must be specialized. Requires at least two technical certifications.

Minimum Education: Bachelor's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Systems Engineer

Functional Responsibility: The Systems Engineer establishes system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software, hardware and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Evaluates analytical and systematical problems of workflows, organization, plans and develops appropriate corrective action. Familiar with network topologies and configurations, such as X.25, TCP/IP, API, VOIP, IPX, Frame Relay, ATM, bridges, routers, hubs. Has a strong knowledge of the logical and physical functional, operational and technical architecture of large and complex information systems.

Minimum/General Experience: Requires a minimum of 4 years related experience, 2 years of which must be specialized. Requires at least one technical certification.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

System Administrator

Functional Responsibility: The System Administrator provides system administration of Network, Web, and/or communication systems, including Local Area Network (LAN) and Wide Area Network (WAN) systems, involving network security. This includes administration of user accounts, passwords, email, chat and FTP. Requires comprehensive knowledge of the organization's hardware, software and network components. Maintains servers, creates monitoring reports and logs and ensures functionality of links. Monitors web site for acceptable performance and user accessibility. Establishes back-ups and monitors site security. Consults with, advises and trains network users. Coordinates network administration and performance requirements with others in the information systems function. Identifies, analyzes and documents long-range requirements and schedules resources related to the enterprise network.

Minimum/General Experience: Requires a minimum of 4 years related experience.

Minimum Education: Associate's degree. Qualifying technical training and/or experience may be substituted for education using relationship of 1-year training and/or experience per year of education.

Information Technology Support

Functional Responsibility: Information Technology Support provides service, support and general hardware, software, and network assistance. Monitors and responds to hardware, software and LAN problems, perform preventive maintenance, trouble-shooting and repair, coordinates network restoration with appropriate Systems Engineers in cases of software or courseware failure caused by a program or by operator error. Interface with vendor support service groups to ensure appropriate notification during outages or periods of degraded system performance. Assists with the administration of user accounts, passwords, email, chat and FTP. Establishes back-ups and monitors site security. Consults with, advises and trains network users. Maintains warranty standards, including installation of terminals and associated hardware.

Minimum/General Experience: Requires a minimum of 4 years related experience.

Minimum Education: High School Diploma or equivalent with technical training.

Network/Hardware Specialist

Functional Responsibility: The Hardware/Network Specialist monitors and responds to hardware and software problems utilizing testing tools and techniques. Interfaces with vendor support service groups to ensure appropriate notification during outages or period of degraded system performance. Assists with installation of terminals and associated hardware. In support of microcomputer applications, analyzes requirements; creates, designs and develops requirements in required media; provides program support;

tests, debugs and writes documentation as required. May have responsibilities for providing customer assistance support in setting up microcomputers and/or installing software packages. Provides user training for hardware/software products; performs minor hardware/software/network maintenance such as board replacement, cable switching, communication assistance, hardware (CRTs, printers) installation/replacement; interfaces with mainframe, CAD/CAM, digitizers, LANs, networks, provides analysis support for such requirements.

Minimum/General Experience: Requires a minimum of 3 years related experience, 2 years of which must be specialized.

Minimum Education: High School Diploma or equivalent with technical training.

b. Pricing for all IT Services.

| <u>Labor Categories</u> | <u>Code</u> | <u>Rate</u> |
|--|--------------------|--------------------|
| Administrative Assistant | ADA | \$57.16 |
| Administrative Support, | ADS | \$40.84 |
| Analyst | AN | \$112.89 |
| Contract Administrator | CA | \$97.18 |
| Cost/Budget Analyst | CBA | \$86.22 |
| Cable Installer | CI | \$54.46 |
| Communications Specialist | CS | \$95.94 |
| Database Programmer II | DBP2 | \$104.36 |
| Data Validation Specialist | DVS | \$81.68 |
| Engineer | EG | \$102.89 |
| Engineering Manager | EGM | \$154.28 |
| Enterprise Web Developer | EWD | \$101.75 |
| Geographic Information System Programmer | GISP | \$131.60 |
| Graphics/Multimedia Specialist | GMS | \$62.88 |
| Help Desk Coordinator | HDC | \$45.38 |
| Help Desk Manager | HDM | \$99.84 |
| Help Desk Specialist | HDS | \$59.00 |
| Information Technology Support | ITS | \$63.52 |
| Junior Analyst | JAN | \$90.30 |
| Network Engineer | NE | \$90.76 |
| Network/Hardware Specialist | NHS | \$59.00 |
| Network Systems Manager | NSM | \$117.98 |
| Program Administration Specialist | PAS | \$63.52 |
| Project Controller | PC | \$56.69 |
| Program Manager | PGM | \$169.33 |
| Project Manager | PJM | \$101.59 |
| Principal Analyst | PRA | \$163.67 |

| <u>Labor Categories</u> | <u>Code</u> | <u>Rate</u> |
|--|-------------|-------------|
| Principal Consultant | PRC | \$204.20 |
| Quality Assurance Analyst | QAA | \$90.76 |
| Quality Assurance Manager | QAM | \$117.98 |
| Systems Administrator | SA | \$68.06 |
| Senior Analyst | SAN | \$141.11 |
| Senior Applications Programmer | SAP | \$140.68 |
| Senior Contract Administrator | SCA | \$125.76 |
| Systems Engineer | SE | \$77.14 |
| Senior Engineer | SEG | \$142.91 |
| Senior Enterprise Web Developer | SEWD | \$158.82 |
| Senior Graphics /Multimedia Specialist | SGMS | \$81.68 |
| Supply/Logistics Specialist | SLS | \$54.46 |
| Senior Management Director | SMD | \$240.09 |
| Subject Matter Expert | SME | \$107.24 |
| Senior Project Controller | SPC | \$81.68 |
| Space Planning Engineer | SPE | \$101.75 |
| Senior Project Manager | SPM | \$118.52 |
| Senior Management Consultant | SRC | \$231.42 |
| Senior Systems Engineer | SSE | \$90.76 |
| Senior Subject Matter Expert | SSME | \$141.11 |
| Senior Software Engineer | SSWE | \$90.76 |
| Senior Technical Writer | STW | \$84.66 |
| Software Engineer | SWE | \$77.14 |
| Training Specialist | TRS | \$72.60 |
| Technical Writer | TW | \$62.08 |
| Web Development Engineer | WDE | \$99.84 |

17.1.1 USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

TROFHOLZ provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Carol E. Bowyer
Senior Contracts Manager
Phone-(916) 577-1903
Fax- (916)577-1904
Trofholz.Contracts.com

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor), enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-35F-0400R. Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

| MODEL NUMBER/PART NUMBER | *SPECIAL BPA DISCOUNT/PRICE |
|--------------------------|-----------------------------|
|--------------------------|-----------------------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

- (2) Delivery:

| DESTINATION | DELIVERY SCHEDULES / DATES |
|-------------|----------------------------|
|-------------|----------------------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

| OFFICE | POINT OF CONTACT |
|--------|------------------|
|--------|------------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

Transparent Language Product Description/ Price List

Trofholz Technologies, Inc.
GSA Contract GS-35F-0400R

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The CL-150 Technology Matrix for Critical Languages™

Transparent is the developer of the *CL-150 Technology Matrix for Critical Languages*. The CL-150 is a constantly growing suite of technology, software and content that is uniquely focused on the effective and economical acquisition, sustainment and assessment of languages, particularly less-common languages, for military and intelligence purposes.

The CL-150 is offered as a Community License model rather than a conventional Seat License model. A CL-150 “Community License” makes CL-150 technology and content continually available to all of an organization’s personnel as needed -- without delay, administrative burden or incremental cost.

Although the CL-150 includes Transparent-developed basic language training materials for over 80 languages, the purpose of the CL-150 is not to deliver our Transparent Language curriculum or program of instruction to everyone. Rather the CL-150 is a comprehensive language-specialized infrastructure designed to

- to effectively and economically support the many, varied and constantly changing programs of instruction of USG military and intelligence organizations [Mass customization], and
- to support the unique learning and sustainment effort of each individual user over the course of a career and
- to constantly extend the capabilities, languages and content of that infrastructure according to the needs of the community.

The CL-150 exhibits a “network effect” or “increasing returns” behavior, in that it emphasizes interoperability, multi-purposing and cross-leveraging, such that each new participating organization increases the value of the CL-150 for all pre-existing participants so that a) personnel have consistent access to current resources, and b) all CL-150 Organizations stay aligned with each other in order to facilitate the free articulation of courses, careers, resources and best practices across organizations;

Noteworthy CL-150 Capabilities and Attributes

CL-150 Core Technologies. The CL-150 has developed a substantial set of underlying core technical capabilities for creation, storage, delivery and manipulation of less-common language scripts and materials on multiple devices and platforms. Along with the Transparent One Courseware System (see below), CL-150 Core Technologies—including a wide array of virtual keyboards, input methods, display systems, authoring tools and language-centric content management systems—are part of what makes it economically and logistically feasible for the CL-150 to “mass customize” language applications and services across such a broad array of languages, domains and programs.

Transparent One Courseware System. Current-generation CL-150 courseware and learningware utilize the highly modular *Transparent One* courseware system to materially improve the efficiency and cost effectiveness of development and delivery of complex courseware and learningware. Along with the CL-150 Core Technologies (see above) *Transparent One* is a key part of what makes it economically and logistically feasible for the CL-150 to “mass customize” language courseware and learningware across many languages and domains.

Natural Script Entry on Non-enabled Government Computers. Current generation CL-150 language learning programs that have the user entering and manipulating natural script as part of the learning process are specially designed to enable their use even on locked-down Government computers that do not have the appropriate language support enabled. No user admin rights, software installation or plugins are required.

Multi-Platform Real-time Syncing of language-intensive materials across multiple web, computing and mobile platforms.

Universal LMS Launching and Tracking. CL-150 courseware is currently launched and tracked from many USG and commercial Learning Management Systems and can be integrated into all common LMS’s.

Instructor/Manager/User Training and Integration Support. An experienced CL-150 integration team is available to provide local or remote orientations, workshops, instructor-certification training and integration assistance. The real-world applicability and value of the CL-150 can be multiplied many times in practice simply by increasing awareness in the community and supporting effective use and integration into requirements and programs. Members of this team are highly knowledgeable of CL-150 capability, USG requirements and culture, and best practices for blended instruction and sustainment. They travel to program locations and have delivered hundreds of training and integration events. Together, the CL-150's technical "mass customization" capabilities, plus the CL-150 support team's expertise in both the CL-150 and USG requirements, results in a unique capability to support constantly evolving and emerging training and operational requirements for language.

Research Basis. The CL-150 does not insist on a particular pedagogy or methodology. It aligns to the pedagogy and methodologies of the many expert organizations that it supports. CL-150 personnel are, however, deeply involved in both research and practice relevant to this community. Although any company can follow and exploit relevant research at CASL and elsewhere, we are often seen as the company that actually does. We think of ourselves as "the factory just outside the CASL walls." We instantiate in accessible and usable technology appropriate research-based best practices such as "declarative first" and "true blended learning," that we either develop ourselves or find in the community. We actively participate in the development of relevant ILR guidelines and ASTM standards.

"Transformation"-supportive Licensing and Economics. We recognize that in today's world non-kinetic skills—and in particular, language and culture skills—are increasingly determinative of military and intelligence successes.

However, materially changing the "readiness index" of large, diverse and dispersed organizations across so many languages, levels, modalities and domains is both infeasible and economically prohibitive without a truly transformative effort. CL-150 Community Licenses make all CL-150 capabilities available to all personnel thereby enabling and facilitating the economic value by sharing all commissioned CL-150 content and technology among all CL-150 licensees.

The price of a CL-150 Community License recognizes that only a fraction of a licensed population will use the CL-150, and that no single person will use more than a small portion of the extensive CL-150 resource set. However, since it is not known in advance which personnel and programs will be able to most beneficially use which particular CL-150 resources, the Community License concept is then to authorize all personnel to use all CL-150 resources. This practical result is that CL-150 resources are available to all programs and requirements without delay and without administrative burden. Community licensing also enables and promotes the optimal cross-leveraging of both best resources and best practices across the community.

CL-150 Resources Summary

- **CL-150 Portal.** The CL-150 Web Portal connects licensed learners, instructors and managers to CL-150 resources for learning and sustaining language for an extraordinarily wide array of languages, skill modalities, proficiency levels and performance domains. The CL-150 Portal is accessible via the open internet at usg.transparent.com, or via direct "single sign-on" conduits within Joint Language University and other USG learning portals. The CL-150 Portal allows learning resources to be used on the site or downloaded. An individual's long-term "Learned Items" repository is primarily maintained on the CL-150 Portal at usg.transparent.com.
- **Rapid Rote.** Rapid Rote is the CL-150 system devoted to acquiring and sustaining lexicon. Rapid Rote content currently comprises over 400,000 general and operational words, phrases and sentences in over 90 languages, including 21 English as a Second Language (ESL) languages. Content sets are extensive and support a broad spectrum of ILR proficiency levels and performance domains, including formally vetted content aligned with various Defense and Intelligence POIs including the DLI Basic Course, DTRA Course, SOCOM 200 hour familiarization, AFPAK Hands Program, MARSOC Advanced Linguist Course (ALC) Program, among other POIs from various

training efforts. Rapid Rote also provides open authoring for language instructors and learner, allowing new content to be created, tasked/shared and tracked in real-time without delay or additional cost. Such sharing can take place not only between instructor and student, but also across platforms, venues, programs and organizations, making the CL-150's extensive Rapid Rote system also a uniquely powerful collaboration tool. Rapid Rote is delivered via multiple platforms including Microsoft Windows, major Web browsers, and Apple and Android mobile devices.

- **LanguagePro.** LanguagePro software provides a feature-rich immersive learning environment for language in context. 230 video-based LanguagePro Immersion Environments, currently available in over 30 languages, address various proficiency levels and performance domains from information elicitation to Microbiology and Bio Threat Agents.
- **Cultural Overviews.** Cultural Overviews provide a multi-media presentation of instructional and reference information on a particular country or region.
- **Operational Language Courseware.** LMS-trackable Operational Language Courses train general and operations-specific language in 24 languages, with a primary orientation toward SOCOM and USMC.
- **Essentials Courseware.** LMS-trackable CL-150 Essentials Courses focus on general language familiarization and are available in more than 50 languages.
- **CL-150 Open Proficiency Tests.** CL-150 Openly-Available ILR-scale Proficiency Tests for listening and reading are reliable computer-delivered and computer-adaptive language proficiency assessments that can be taken in about an hour. 36 tests are currently available for different combinations of language, modality and ILR-level.
- **CL-150 Open Diagnostic Tests.** CL-150 Openly Available Three-Strand Integrated Diagnostic Assessments explore deficiencies in vocabulary, sentence grammar or discourse grammar at 2 ILR-level boundaries (1+ to 2, and 2+ to 3) for listening and reading. Currently available in two languages.
- **The Learner Guide** supports language-training managers, instructors and learners by providing customized blended learning training recommendations. These training recommendations are developed by searching through an extensive database of USG developed and sponsored resources such as JLU, SCOLA, DLI, CL-150, LangNet and various commercial providers of high-quality language learning resources. Recommendations are refined with respect to an individual's learning style preferences, language and culture focus, current and required proficiency levels, available training time, available technology resources (PC, mobile device, internet access, etc.) and training requirement (pre-deployment, formal schools training, etc.) The resulting customized recommendation list includes links and detailed descriptions of the suggested USG and commercial resources and learning activities. The Learner Guide runs in a web browser and can be accessed on the CL-150 Portal.
- **Mobile Language Guide** is an iPhone/iPad app that allows users to easily locate and access language-learning resources helpful for learning a foreign language on an iPhone, iPod Touch or iPad device.
- **BEAM** is a web application that finds and aggregates real-time examples of how a target-language word or phrase is being by used native speakers in real-time, real-world blogs, tweets, photos, videos etc.
- **CL-150 Connect** is a web-based remote live-instruction and coaching capability for language and culture targeted to USG personnel within the CL-150 community. Training and sustaining are most effective when computers are used to do what computers do best, humans to do what humans do best, and the two are optimally blended in accordance with relevant research and observed practice. CL-150 Connect is designed to deliver that optimal blended experience.

Administrator Functionality

Each CL-150 Licensed Organization has a CL-150 Administrator(s). The CL-150 Administrator can log in to the Administrative Center of the CL-150 Portal to assign and manage Authorization Codes, manage users and run standard reports.

SOFTWARE AGREEMENT AND LICENSING

The CL-150 is a large, pre-existing suite of technology, products and content delivered primarily as SAAS, “Software as a Service.”

LIMITED WARRANTY

Transparent Language, Inc. (“TLI”) warrants that, for six (6) months from delivery, its CL 150 software (“Software”) will perform substantially in accordance with TLI’s written specifications and will be free errors that materially impair the functionality of the Software.

TLI’s exclusive liability upon return to TLI of defective Software shall be, in TLI’s sole discretion, repair or replacement of the Software or refund of the full purchase price of the Software.

THE FOREGOING IS TLI’S ONLY WARRANTY AND TLI EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES DESCRIBED ABOVE ARE THE EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR BREACH BY TLI OF ITS WARRANTY. UNDER NO CIRCUMSTANCES WILL TLI BE LIABLE UNDER ANY CAUSE OF ACTION FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER MANNER OF ENHANCED DAMAGES.

Language Category Listing

| | | | |
|------------------------|--------------------------|----------------|--------------------------|
| Category I | Belorussian/Byelorussian | Malagasy | Ukrainian |
| Afrikaans | Bemba | Marano | Urdu |
| Danish | Bengali | Miskito | Uzbek |
| Dutch | Bikol | Mongolian | Vietnamese |
| French | Bulgarian | Napalese | Visayan |
| Haitian | Burmese | Nyanja | Wa |
| Italian | Cambodian | Ossetic | Xhosa |
| Italian (Sardinian) | Czech | Pamangan | Yoruba |
| Italian (Sicilian) | Dari | Pashto | Zulu |
| Norwegian | Divehi/Maldivian | Rhade | |
| Portuguese (Brazilian) | Estonian | Russian | Category IV |
| Portuguese (European) | Farsi | Serbo-Croatian | Arabic - Algerian |
| Spanish (American) | Finnish | Shan | Arabic – Egyptian |
| Spanish (Caribbean) | Georgian | Shona | Arabic – Iraqi |
| Spanish (Castilian) | Greek | Polish | Arabic – Libyan |
| Swedish | Hausa | Singhalese | Arabic – Modern Standard |
| | Hungarian | Slovak | Arabic – Moroccan |
| Category II | Ilocan | Slovenian | Arabic – Saudi |
| German | Kachin | Somali | Arabic – Sudanese |
| Indonesian | Hebrew | Swahili | Arabic – Syrian |
| Malay | Karen | Tadjik | Arabic – Tunisian |
| Romanian | Kazakh | Tagalog | Arabic – Yemeni |
| | Kinyarwanda | Tamir | Chinese – Cantonese |
| Category III | Kirghiz | Tatar | Chinese – Mandarin |
| Albanian | Kurdish | Telugu | Japanese |
| Amharic | Lahu | Thai | Khmer |
| Armenian | Laotian | Tibetan | Korean |
| Azerbaijani/Azeri | Latvian | Tigrinya | |
| Bashkir | Lingala | Turkish | |
| Basque | Lithuanian | Turkmen | |
| | Macedonian | Uighur | |
| | | | |

Initial Acquisition Training (IAT) Language and Culture Courseware - CL-150 Extension

| Item | Item Description | Delivery |
|-------------------|--|-----------------|
| IAT200 CAT 1-2 | Initial Acquisition Training (IAT) - Language and Culture Courseware, USG Category I/II Languages or similar type language. Language and Culture Courseware for one IAT model in support of 200 content hours of IAT training: 1) A set of integrated software applications aimed at building declarative knowledge base, developing procedural language skills, and managing student learning; and 2) Specialized content sets developed according to course methodology comprising declarative sequence of lexical items, a set of skills-focused activities and cultural activities, and end-of-the unit course-aligned achievement assessments. (Content to be provided as Government Furnished Information (GFI)) | 365 Days ARO |
| IAT200 CAT 3-4 | Initial Acquisition Training (IAT) - Language and Culture Courseware, USG Category III/IV Language or similar type language. Language and Culture Courseware for one IAT model in support of 200 content hours of IAT training: 1) A set of integrated software applications aimed at building declarative knowledge base, developing procedural language skills, and managing student learning; and 2) Specialized content sets developed according to course methodology comprising declarative sequence of lexical items, a set of skills-focused activities and cultural activities, and end-of-the unit course-aligned achievement assessments. (Content to be provided as Government Furnished Information (GFI)) | 365 Days ARO |
| IAT400 CAT 1-4 | Initial Acquisition Training (IAT) - Language and Culture Courseware, USG Category I through IV Languages or similar type languages. Language and Culture Courseware for one IAT model in support of 400 content hours of IAT training: 1) A set of integrated software applications aimed at building declarative knowledge base, developing procedural language skills, and managing student learning; and 2) Specialized content sets developed according to course methodology comprising declarative sequence of lexical items, a set of skills-focused activities and cultural activities, and end-of-the unit course-aligned achievement assessments. (Content to be provided as Government Furnished Information (GFI)) | 365 Days ARO |
| IAT600 CAT 1-4 | IAT Language and Culture Courseware. USG Category I through IV Languages or similar type languages. Language and Culture Courseware for one IAT model in support of 600 content hours of training: 1) A set of integrated software applications aimed at building declarative knowledge base, developing procedural language skills, and managing student learning; and 2) Specialized content sets developed according to course methodology comprising declarative sequence of lexical items, a set of skills-focused activities and cultural activities, and end-of-the unit course-aligned achievement assessments. (Content to be provided as Government Furnished Information (GFI)) | 365 Days ARO |

SUMMARY

Initial Acquisition and Training (IAT) Language and Culture Courseware for a given language, is comprised of:

Each courseware segment is based on a Language Category I thru IV IAT model for **support to 200, 400 or 600** content hours of instruction. Each segment includes:

- A customized sequence of declarative content sets aligned with the targeted CAT I/II or CAT III/IV curriculum, delivered both as integrated courseware activities and as separately usable vocabulary lists.
- Supporting activities aligned with selected portions of the course curriculum, aimed at raising learners' cultural awareness and developing basic grammar and language skills.

IAT Language and Culture Courseware base content sets and activities for a given language and culture address both the user's specialized language needs and general language needs as represented by CAT I/II and or CAT III/IV models.

The integrated *IAT Language and Culture Courseware* facilitates the acquisition of declarative knowledge and its procedural approaches within the context of a guided learning experience. It elevates the learners' language awareness through processing of a "real language" input, and it enables the development of

grammar and language skills through controlled, skill-specific, and purposefully designed practice opportunities.

The *IAT Language and Culture Courseware* allows the user to progress from module to module within a single presentation environment.

IAT Language and Culture Courseware comprises the following Technology Extensions necessary to support sequence learning and skill development:

1. Lexical and supra-lexical declarative reservoir
 - a. Multi-step acquisition process
 - b. Sequence-level (in addition to list level) visibility and monitoring
 - c. Automated refresh of items
 - d. Periodic achievement testing
2. Language Skills:
 - a. Activities to facilitate form - meaning mapping
 - b. Visual and audio representations of a “real language” use in context
 - c. Communicative activities to build language skills
3. Grammar Skills Component:
 - a. Explicit presentation of grammar rules previously internalized through Declarative learning
 - b. Sets of increasingly complex activities that require repeated rule retrieval and application leading to the development of grammar skills Capability to reach out to the target language community
4. Culture Awareness:
 - a. Presentation of various aspects of the target culture and language use
5. Learning Management:
 - a. Outlined learning path leading to the achievement of stated learning outcomes
 - b. Immediate feedback
 - c. Monitoring of acquired content and skills
 - d. LMS integration

IAT Language and Culture Courseware provides a Synchronous and Asynchronous and fully integrated semi-guided learning experience for the normative adult learner of a second language (L2). The **course** begins with the ***Alphabet Familiarization*** component that leads to instructional blocks called **units**. Each unit is a SCO according to the SCORM (Sharable Content Object Reference Module) standard, executing as an Adobe Flash application. Units contain one or more **lessons**, which in turn contain **activities**. Once the learner has completed all required activities in all lessons, an **assessment** at the end of the unit is unlocked. The assessment, once completed, reports its score to the LMS, which then determines if the user has passed or failed the SCO.

IAT Language and Culture Courseware is divided into units in which each unit is generally 4 hours in length and corresponds with a specific language and/or culture learning objective. Completion of any given unit is estimated to take 4 hours for a learner with below-average skills learning a Category IV language. In other words, under the most challenging circumstances an *IAT Language and Culture Courseware* unit should never take a learner more than 4 hours to complete. Most learners will be able to complete a unit in less than 4 hours.

Operational Language Courses - CL-150 Extension

| Item # | Deliverable | Delivery |
|------------------|---|--------------------|
| OLC01 CAT 1-2 | Operational Language Course for USG Category I/II Language or similar type language Delivered as one master CD/DVD licensed for unlimited duplication and distribution by the contracting agency. Content provided as Government Furnished Information (GFI) as required. | 365 Days ARO |
| OLC01 CAT 3-4 | Operational Language Course for USG Category III/IV Language or similar type language Delivered as one master CD/DVD licensed for unlimited duplication and distribution by the contracting agency. Content provided as Government Furnished Information (GFI) as required. | 365 Days ARO |

SUMMARY

One special-purpose deliverables configuration of CL-150 technology and content is the **Operational Language Course (OLC)**. The OLC is courseware designed to effectively address the language and culture pre-deployment training requirements for DoD personnel deploying to a specific COCOM and operating environment.

- Each Operational Language Course for a given target language includes the following OLC Components:
- **Survival Language and Culture.** This component provides language and culture training deemed necessary for basic survival in the target country.
- **Country Orientation.** This component builds upon the broad geographic and cultural factors covered in the Survival Language and Culture component.
- **General Language Familiarization.** This component provides a foundation of common language for mission specific language training.
- **Mission Specific Familiarization.** This component provides mission specific language training, focusing on necessary lexical items with respect to identified learning objectives.

OLC's are built and delivered in Transparent Language's proprietary *Transparent One* technology. Uniquely, *Transparent One* technology

- Delivers effective language-learning activities with full natural-script display and text entry, even to locked-down government computers that do not have support for that language enabled
- Is Web-delivered
- Can be launched, tracked, and have completion reported by any Learning Management System
- Is SCORM standards compliant (multiple versions)
- Offers an unmatched level of, flexibility, modularity, re-usability
- Allows optional disconnected use on Windows, Mac, Linux

Transparent One Technology connection to Learning Management Systems

Transparent One technology is able to make the full set of OLC content available as a learning object launched from an LMS on the user's "home portal", where it can be easily found, the activity tracked and completion reported. Transparent One can also deliver full natural script manipulation and deliver it to locked-down military computers.

A wide variety of Learning Management Systems such as Black Board and Moodle could be supported as coordinated with the customer.

System Requirements for OLC Courseware

SCORM 1.2 and SCORM 2004 v3; Adobe Flash Player 10;

Sound recording (not required to complete course) requires an internet connection outside a firewall or Adobe Director 11.5.

Windows: Intel Pentium 4 processor; MS Windows XP with Service Pack 2 or Windows Vista;

MS Internet Explorer 6.0 or 7.0 or Firefox 2.0.

MacIntosh: PowerPC® G3, G4, or G5 or Intel processor; Mac OS X v10.4; Safari 2.0

General Language Proficiency Courseware (GLPC) – CL-150 Extension

| Item # | Deliverable | Delivery |
|--------|--|----------------------------|
| GLPC-1 | GLPC Courseware Level One for Category I Languages. Deliverable includes 1) A set of integrated software applications aimed at building declarative knowledge base, developing procedural language skills, and managing student learning; and 2) Specialized content sets developed according to methodology comprising declarative sequence of lexical items, a set of skills-focused activities and cultural activities, and end-of-the unit course-aligned achievement assessments. Content provided as Government Furnished Information (GFI) as required. | 365 days After Award |
| GLPC-2 | GLPC Courseware Level One for Category II Languages. Deliverable includes 1) A set of integrated software applications aimed at building declarative knowledge base, developing procedural language skills, and managing student learning; and 2) Specialized content sets developed according to methodology comprising declarative sequence of lexical items, a set of skills-focused activities and cultural activities, and end-of-the unit course-aligned achievement assessments. Content provided as Government Furnished Information (GFI) as required. | 365 days After Award |
| GLPC-3 | GLPC Courseware Level One for Category III Languages. Deliverable includes 1) A set of integrated software applications aimed at building declarative knowledge base, developing procedural language skills, and managing student learning; and 2) Specialized content sets developed according to methodology comprising declarative sequence of lexical items, a set of skills-focused activities and cultural activities, and end-of-the unit course-aligned achievement assessments. Content provided as Government Furnished Information (GFI) as required. | 365 days After Award |
| GLPC-4 | GLPC Courseware Level One for Category IV Languages. Deliverable includes 1) A set of integrated software applications aimed at building declarative knowledge base, developing procedural language skills, and managing student learning; and 2) Specialized content sets developed according to methodology comprising declarative sequence of lexical items, a set of skills-focused activities and cultural activities, and end-of-the unit course-aligned achievement assessments. Content provided as Government Furnished Information (GFI) as required. | 365 days After Award |

SUMMARY

The purpose of these deliverables is to provide beginning language learners a clear and efficient vehicle for rapidly achieving initial language proficiency.

Language proficiency can be thought of in two parts: declarative knowledge and language skills. In simplest terms, declarative knowledge consists of memorized vocabulary, set phrases, and sentences that are held in the brain's declarative memory system. Declarative language knowledge is complemented by language skills, which are held in the brain's procedural memory system.

Initial language proficiency relies on memorized vocabulary and phrases or "declarative knowledge." However, as one's proficiency increases, language skills or "procedural skills" become an increasingly important part of the learning process.

At a very basic level of language proficiency, learners need to develop a reservoir of specific declarative items to use in basic communicative exchanges. The larger the declarative reservoir the better. An exchange of "hello" can be executed with a declarative reservoir of just one item, but having more declarative items at one's disposal both increases a person's capacity for a successful immediate communication, and facilitates the subsequent development of language and grammar skills. If the declarative items represent the balls that are thrown back and forth during a conversation, the language skills of applying pronunciation, morphology and syntax rules are the artistry of throwing and catching.

GLPC Courseware incorporates both declarative knowledge acquisition and language skills development. The core of the course is a rigorously designed declarative sequence of vocabulary, phrases and sentences, upon which language skills are built. Learners progress through the declarative sequence by mastering small, manageable sets of declarative items or "lists." They can stop at any moment knowing that up to this point of the sequence they have acquired arguably the most essential and useful vocabulary and phrases needed to communicate. Each list represents a new small "learning initiative" that can be easily and quickly

accomplished, which encourages and motivates learners to move forward and keep learning. As the learner's declarative reservoir expands through the continuous addition of new items, previously learned items are constantly refreshed by an automatic process tailored to each individual, so that each learner can indefinitely retain the full repertoire of accumulated declarative knowledge.

A *Courseware* deliverable consists of:

1. Software: A set of integrated software applications aimed at: a) rapidly building each learner's declarative knowledge base of the most useful words, phrases and sentences; b) initiating the proceduralization of language skills through practice; and c) supporting and managing student learning.
2. Content: Specialized content sets developed according to *declarative sequencing* methodology and the latest research in L2 (target language) acquisition and practice. This content comprises:
 - a. A carefully crafted declarative sequence of lexical items that focuses on general language needs, presented in a combination of thematic and "next most useful" order, delivered as Rapid Rote lists;
 - b. A set of skills-focused content components comprised of mandatory and optional activities aimed at:
 - i. Developing each learner's basic language skills in listening, speaking, reading, and writing;
 - ii. Raising each learner's knowledge and awareness of L2 culture;
 - c. A set of course-aligned achievement tests functioning as unit milestones.

Courseware plays a significant role in efforts to:

- Decrease the time-to-outcome;
- Increase median outcome and reliable minimum outcome.

Transparent One Technology connection to Learning Management Systems

Transparent One technology is able to make the full set of GLPC content available as a learning object launched from an LMS on the user's "home portal", where it can be easily found, the activity tracked and completion reported. *Transparent One* can also deliver full natural script manipulation and deliver it to locked-down military computers.

A wide variety of Learning Management Systems such as Black Board and Moodle could be supported as coordinated with the customer.

System Requirements for General Language Proficiency Courseware

SCORM 1.2 and SCORM 2004 v3; Adobe Flash Player 10;

Sound recording (not required to complete course) requires an internet connection outside a firewall or Adobe Director 11.5.

Windows: Intel Pentium 4 processor; MS Windows XP with Service Pack 2 or Windows Vista;

MS Internet Explorer 6.0 or 7.0 or Firefox 2.0.

MacIntosh: PowerPC® G3, G4, or G5 or Intel processor; Mac OS X v10.4; Safari 2.0

Language Assessments Testing and Services – CL-150 Extension

| Item # | Deliverable | Delivery |
|---------|---|----------|
| Various | CL-150 Language Proficiency Tests Deliverable includes: Computer-Adaptive Language Proficiency Test that measures general language proficiency in the domains of Reading Comprehension or Listening Comprehension. <ul style="list-style-type: none"> Accurate and reliable to the highest USG standards, these are 60 to 90 minute tests that are based on the ILR scale and are machine scored immediately upon completion Tests delivered in web-based or server based environment | Various |

CL-150 LANGUAGE PROFICIENCY TESTS, ILR 0-2, LISTENING

This is a web-delivered Computer-Adaptive Multi-Stage listening proficiency test with a score range of 0 to 2 on the ILR (Interagency Language Roundtable) scale. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about one hour, and provide immediate scoring. Available scores are 0, 0+, 1, 1+ and 2. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.). Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 LANGUAGE PROFICIENCY TESTS, ILR 0-2, READING

This is a web-delivered Computer-Adaptive Multi-Stage reading proficiency test with a score range of 0 to 2 on the ILR scale. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about one hour, and provide immediate scoring. Available scores are 0, 0+, 1, 1+ and 2. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.) Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 LANGUAGE PROFICIENCY TESTS, ILR 0-3, LISTENING

This is a web-delivered Computer-Adaptive Multi-Stage listening proficiency test with a score range of 0 to 3 on the ILR scale. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about ninety minutes, and provide immediate scoring. Available scores are 0, 0+, 1, 1+, 2, 2+ and 3. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.) Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 LANGUAGE PROFICIENCY TESTS, ILR 0-3, READING

This is a web-delivered Computer-Adaptive Multi-Stage reading proficiency test with a score range of 0 to 3 on the ILR scale. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about ninety minutes, and provide immediate scoring. Available scores are 0, 0+, 1, 1+, 2, 2+ and 3. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.) Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 LANGUAGE PROFICIENCY TESTS, ILR 3-5, READING

This is a web-delivered Computer-Adaptive Multi-Stage Reading proficiency test with a score range of 0 to 3 on the ILR scale. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about one hour, and provide immediate scoring. Available scores are 3, 3+, 4, 4+ and 5. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.) Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 LANGUAGE DOMAIN PROFICIENCY (PERFORMANCE) TEST, ILR 0-2, LISTENING

This is a web-delivered Computer-Adaptive Multi-Stage listening performance test with a score range of 0 to 2 on the ILR scale. Unlike proficiency tests, which measure general language capability, performance tests measure language capability within a specific sphere of activity, such as Basic Military Performance, Military Police Performance or Weapons Training Performance. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about one hour, and provide immediate scoring. Available scores are 0, 0+, 1, 1+ and 2. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.) Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 LANGUAGE DOMAIN PROFICIENCY (PERFORMANCE) TEST, ILR 0-2, READING

This is a web-delivered Computer-Adaptive Multi-Stage reading performance test with a score range of 0 to 2 on the ILR scale. Unlike proficiency tests, which measure general language capability, performance tests measure language capability within a specific sphere of activity, such as Basic Military Performance, Military Police Performance or Weapons Training Performance. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about one hour, and provide immediate scoring. Available scores are 0, 0+, 1, 1+ and 2. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.) Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 LANGUAGE DIAGNOSTIC TEST, ILR 1-3, LISTENING

This is a web-delivered Computer-Adaptive Multi-Stage listening diagnostic test with a score range of 1 to 3 on the ILR scale. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about two hours, and provide immediate scoring on each of three diagnostic strands: vocabulary, grammar and discourse. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.) Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 LANGUAGE DIAGNOSTIC TEST, ILR 1-3, READING

This is a web-delivered Computer-Adaptive Multi-Stage reading diagnostic test with a score range of 1 to 3 on the ILR scale. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about two hours, and provide immediate scoring on each of three diagnostic strands: vocabulary, grammar and discourse. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.) Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 LANGUAGE DIAGNOSTIC TEST, ILR 1+ TO 2+, LISTENING

This is a web-delivered Computer-Adaptive Multi-Stage listening diagnostic test with a score range of 1+ to 2+ on the ILR scale. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about two hours, and provide immediate scoring on each of three diagnostic strands: vocabulary, grammar and discourse. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.) Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 LANGUAGE DIAGNOSTIC TEST, ILR 1+ TO 2+, READING

This is a web-delivered Computer-Adaptive Multi-Stage reading diagnostic test with a score range of 1+ to 2+ on the ILR scale. These tests are rigorously constructed and validated to meet or exceed current USG-community and industry assessment standards. Tests take about two hours, and provide immediate scoring on each of three diagnostic strands: vocabulary, grammar and discourse. Pricing allows unlimited use of the test by a single licensing organization. Price also includes a license for use of the CL-150 Web Assessment Delivery and Scoring Server Software (there is a small annual technical support charge.) Thus, the licensing organization would pay no per-test charge for tests given from their servers.

Optional Assessment Delivery services are available at additional cost, should the licensing organization not wish to deliver the tests from their network.

CL-150 Language Testing Technical Support

| Item # | Service | Delivery |
|----------------|--|-----------------------------|
| TECSPT-LT01-7 | 1-Year Maintenance and Technical Support Plan for LinguaTest v 1.0 Test Delivery Software and Test Administration The maintenance and technical support plan provides unlimited telephone and email technical support for one named lead technician and one named backup technician for the LinguaTest v 1.0 test delivery software hosted on a server or servers at one location and/or delivery of LPT via optional vendor hosting. This item is for test delivery software support. Test materials and content are not covered by this technical support plan. This item is required for any active testing. | Support for 1-7 Tests. |
| TECSPT-LT01-16 | | Support for up to 16 Tests. |
| TECSPT-LT01-25 | | Support for up to 25 Tests. |

CL-150 Language Testing External Hosting of Web-Delivered and Computer-Based Language Assessment Tests

| Item # | Service | Delivery |
|-------------|---|---------------------|
| HSPT-LT01 | Vendor-Hosted Tests: Annual license to Vendor-Hosted language tests for Reading and Listening. Vendor Hosting includes test delivery, scoring and reporting. There is no limit on the number of tests administered. Maximum of 400 concurrent users. Requires active and valid LinguaTest support plan. | 21 days After Award |
| HSTART-LT01 | Vendor Hosting start-up costs. External hosting start-up costs for initial set-up and configuration. This is a one-time charge. | |

Transparent Connect™ Online Language Instruction

| Item # | Service | Delivery |
|----------|--|-------------|
| TLCON-01 | Transparent Connect Online Language Instruction - One (1) Student per class | 30 Days ARO |
| TLCON-02 | Transparent Connect Online Language Instruction- Two (2) Students per class | 30 Days ARO |
| TLCON-03 | Transparent Connect Online Language Instruction- Three (3) Students per class | 30 Days ARO |
| TLCON-04 | Transparent Connect Online Language Instruction- Four (4) Students per class | 30 Days ARO |

SUMMARY

Transparent Connect uses a combination of technology and personal instruction to deliver a complete language learning experience. Student(s) will receive asynchronous support while utilizing online language courseware, as well as synchronous instruction from an experienced instructor. Students will have access to the CL-150 suite of resources, so that all learning material is aligned with government priorities and objectives. This leading-edge instructional technology provides an interactive learning experience inside and outside of classroom hours.

Synchronous instruction will be personalized to specific student(s) needs, including target language, proficiency level, personal interests, and required performance outcome. Areas of focus can include vocabulary, grammar, proper pronunciation and culture of the selective target language.

Lexical Core Courseware (LCC) – CL-150 Extension

| Item # | Deliverable | Delivery |
|-------------------|---|----------------------|
| LCC200 Cat 1-2 | Lexical Core Courseware Module for one USG Category I/II Language or similar type language. 200-hour Courseware Support of Government Furnished Curriculum. Lexically focused. Content provided as Government Furnished Information (GFI) as required. GFI Curricula focused on ILR scale 0 to 2+ | 180 days After Award |
| LCC200 Cat 3-4 | Lexical Core Courseware for one USG Category III/IV Language or similar type language. 200-hour Courseware Support of Government Furnished Curriculum. Lexically focused. Content provided as Government Furnished Information (GFI) as required. GFI Curricula focused on ILR scale 0 to 2+ | 180 days After Award |

SUMMARY

Lexical Core Courseware is lexically focused courseware tightly aligned to Government Furnished Equipment (GFI) curricula up to 200 hours of instruction. A *Lexical Core Courseware* deliverable consists of Rapid Rote lists, Rapid Rote mobile lists and Instructor Guide. *Lexical Core Courseware* provides:

- Tasks and reports on student acquisition of the core vocabulary and phrases for each upcoming lesson.
- Underpins effective Blended Learning for faster outcomes, more reliable outcomes, decreased instructor burden, increased instructor capability.
- Strengthens transition to career-long sustainment and enhancement/

Transparent One Technology connection to Learning Management Systems

Transparent One technology is able to make the full set of LCC content available as a learning object launched from an LMS on the user's "home portal", where it can be easily found, the activity tracked and completion reported. *Transparent One* can also deliver full natural script manipulation and deliver it to locked-down military computers.

A wide variety of Learning Management Systems such as Black Board and Moodle could be supported as coordinated with the customer.

System Requirements for Lexical Core Courseware

SCORM 1.2 and SCORM 2004 v3; Adobe Flash Player 10;

Sound recording (not required to complete course) requires an internet connection outside a firewall or Adobe Director 11.5.

Windows: Intel Pentium 4 processor; MS Windows XP with Service Pack 2 or Windows Vista;

MS Internet Explorer 6.0 or 7.0 or Firefox 2.0.

MacIntosh: PowerPC® G3, G4, or G5 or Intel processor; Mac OS X v10.6; Safari 2.0

Teletraining System – CL-150 Extension

| Item # | Deliverable | Delivery |
|--------|--|---------------------|
| TS-1 | Teletraining System USG centralized web-based training management environment. This collaborative training environment connects the Government Organization with its global community in order to support the full spectrum of Initial Acquisition Training (IAT), Sustainment and Enhancement Training (SET) and Pre-Deployment Training (PDT) and assessment requirements. | 10 days After Award |

SUMMARY

The CL-150 *Teletraining System* provides a centralized web-based training management environment. This collaborative training environment connects the Government Organization with its global community in order to support the full spectrum of Initial Acquisition Training (IAT), Sustainment and Enhancement Training (SET) and Pre-Deployment Training (PDT) and assessment requirements. Portal technology will be fully integrated with adjacent systems, while remaining modular and separable. Government will retain perpetual rights to the latest version of the portal, and a termination plan will allow Government to transfer maintenance, operation and future development between contractors or to Government as desired.

| Proprietary Information of Trofholz Technologies, Inc. and Transparent Language | | | | | | | |
|---|--------|-----------------|---|----------------------------|---------------------------------|----------------------|----------|
| CL-150 USA | | | | | | | |
| Manufacturer | SIN # | MFR Part # | Product Description | Retail Price/ MSRP/ MLP | GSA Price (with IFF of .75%) | Country of Origin | Warranty |
| Transparent Language | 132-50 | IAT200 CAT 1-2 | Initial Acquisition Training (IAT) 200 - Language and Culture Courseware, USG Category I/II Languages or similar type languages. | \$ 350,905.00 | \$ 305,455.78 | USA | 6 mos |
| Transparent Language | 132-50 | IAT200 CAT 3-4 | Initial Acquisition Training (IAT) 200 - Language and Culture Courseware, USG Category III/IV Languages or similar type languages. | \$ 385,995.00 | \$ 336,000.93 | USA | 6 mos |
| Transparent Language | 132-50 | IAT400 CAT 1-4 | Initial Acquisition Training (IAT) 400 - Language and Culture Courseware, USG Category I thru IV Languages or similar type languages. | \$ 678,037.50 | \$ 590,218.08 | USA | 6 mos |
| Transparent Language | 132-50 | IAT600 CAT 1-4 | Initial Acquisition Training (IAT) 600 - Language and Culture Courseware, USG Category I thru IV Languages or similar type languages. | \$ 1,052,625.00 | \$ 916,289.01 | USA | 6 mos |
| Transparent Language | 132-32 | LCC200 CAT 1-4 | Lexical Core Courseware (LCC) - USG Category III/IV Languages or similar type languages. | \$ 106,250.00 | \$ 92,488.50 | USA | 6 mos |
| Transparent Language | 132-50 | TS-1 | Teletraining System | \$ 3,780,000.00 | \$ 3,290,414.40 | USA | 6 mos |
| Transparent Language | 132-32 | GLPC-1 | GLPC Courseware Level One and Level Two for Category I Languages. | \$ 262,395.00 | \$ 228,409.60 | USA | 6 mos |
| Transparent Language | 132-32 | GLPC-2 | GLPC Courseware Level One and Level Two Category II Languages. | \$ 282,187.50 | \$ 245,638.58 | USA | 6 mos |
| Transparent Language | 132-32 | GLPC-3 | GLPC Courseware Level One and Level Two Category III Languages. | \$ 301,875.00 | \$ 262,776.15 | USA | 6 mos |
| Transparent Language | 132-32 | GLPC-4 | GLPC Courseware Level One and Level Two Category IV Languages. | \$ 316,278.75 | \$ 275,314.33 | USA | 6 mos |
| Transparent Language | 132-32 | OLC#01 CAT 1-2 | Operational Language Course for USG Category I/II Languages or similar type languages. | \$ 368,450.00 | \$ 320,728.36 | USA | 6 mos |
| Transparent Language | 132-32 | OLC#01 CAT 3-4 | Operational Language Course for the language for USG Category III/IV Languages or similar type languages. | \$ 427,512.50 | \$ 372,141.08 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-2L Cat1 | CL-150 Language Proficiency Tests, ILR 0-2, Listening, Cat1 | \$ 350,140.00 | \$ 304,789.87 | USA | 6 mos |

Proprietary Information of Trofholz Technologies, Inc. and Transparent Language, Inc.

| Manufacturer | SIN # | MFR Part # | Product Description | Retail Price/ MSRP/ MLP | GSA Price (with IFF of .75%) | Country of Origin | Warranty |
|----------------------|--------|--------------------|---|----------------------------|---------------------------------|----------------------|----------|
| Transparent Language | 132-32 | LPTILR0-2L Cat2 | CL-150 Language Proficiency Tests, ILR 0-2, Listening, Cat2 | \$ 364,546.25 | \$ 317,330.22 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-2L Cat3 | CL-150 Language Proficiency Tests, ILR 0-2, Listening, Cat3 | \$ 370,923.75 | \$ 322,881.71 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-2L Cat4 | CL-150 Language Proficiency Tests, ILR 0-2, Listening, Cat4 | \$ 390,058.75 | \$ 339,538.34 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-2R Cat1 | CL-150 Language Proficiency Tests, ILR 0-2, Reading, Cat1 | \$ 343,325.00 | \$ 298,857.55 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-2R Cat2 | CL-150 Language Proficiency Tests, ILR 0-2, Reading, Cat2 | \$ 358,768.75 | \$ 312,301.02 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-2R Cat3 | CL-150 Language Proficiency Tests, ILR 0-2, Reading, Cat3 | \$ 364,703.75 | \$ 317,467.32 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-2R Cat4 | CL-150 Language Proficiency Tests, ILR 0-2, Reading, Cat4 | \$ 383,453.75 | \$ 333,788.82 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-3L Cat1 | CL-150 Language Proficiency Tests, ILR 0-3, Listening, Cat1 | \$ 407,765.00 | \$ 354,951.28 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-3L Cat2 | CL-150 Language Proficiency Tests, ILR 0-3, Listening, Cat2 | \$ 425,051.25 | \$ 369,998.61 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-3L Cat3 | CL-150 Language Proficiency Tests, ILR 0-3, Listening, Cat3 | \$ 452,713.75 | \$ 394,078.27 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-3L Cat4 | CL-150 Language Proficiency Tests, ILR 0-3, Listening, Cat4 | \$ 476,916.25 | \$ 415,146.06 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-3R Cat1 | CL-150 Language Proficiency Tests, ILR 0-3, Reading, Cat1 | \$ 401,162.50 | \$ 349,203.93 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-3R Cat2 | CL-150 Language Proficiency Tests, ILR 0-3, Reading, Cat2 | \$ 418,118.75 | \$ 363,964.01 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-3R Cat3 | CL-150 Language Proficiency Tests, ILR 0-3, Reading, Cat3 | \$ 445,250.00 | \$ 387,581.22 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR0-3R Cat4 | CL-150 Language Proficiency Tests, ILR 0-3, Reading, Cat4 | \$ 468,991.25 | \$ 408,247.50 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR3-5R Cat1 | CL-150 Language Proficiency Tests, ILR 3-5, Reading, Cat1 | \$ 350,140.00 | \$ 304,789.87 | USA | 6 mos |

Proprietary Information of Trofholz Technologies, Inc. and Transparent Language, Inc.

| Manufacturer | SIN # | MFR Part # | Product Description | Retail Price/ MSRP/ MLP | GSA Price (with IFF of .75%) | Country of Origin | Warranty |
|----------------------|--------|------------------|--|----------------------------|---------------------------------|----------------------|----------|
| Transparent Language | 132-32 | LPTILR3-5R Cat2 | CL-150 Language Proficiency Tests, ILR 3-5, Reading, Cat2 | \$ 364,547.50 | \$ 317,331.31 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR3-5R Cat3 | CL-150 Language Proficiency Tests, ILR 3-5, Reading, Cat3 | \$ 370,923.75 | \$ 322,881.71 | USA | 6 mos |
| Transparent Language | 132-32 | LPTILR3-5R Cat4 | CL-150 Language Proficiency Tests, ILR 3-5, Reading, Cat4 | \$ 390,058.75 | \$ 339,538.34 | USA | 6 mos |
| Transparent Language | 132-32 | LPFTILR0-2L Cat1 | CL-150 Language Domain Proficiency (Performance) Tests, ILR 0-2, Listening, Cat1 | \$ 369,165.00 | \$ 321,350.75 | USA | 6 mos |
| Transparent Language | 132-32 | LPFTILR0-2L Cat2 | CL-150 Language Domain Proficiency (Performance) Tests, ILR 0-2, Listening, Cat2 | \$ 383,832.50 | \$ 334,118.51 | USA | 6 mos |
| Transparent Language | 132-32 | LPFTILR0-2L Cat3 | CL-150 Language Domain Proficiency (Performance) Tests, ILR 0-2, Listening, Cat3 | \$ 390,067.50 | \$ 339,545.96 | USA | 6 mos |
| Transparent Language | 132-32 | LPFTILR0-2L Cat4 | CL-150 Language Domain Proficiency (Performance) Tests, ILR 0-2, Listening, Cat4 | \$ 410,131.25 | \$ 357,011.05 | USA | 6 mos |
| Transparent Language | 132-32 | LPFTILR0-2R Cat1 | CL-150 Language Domain Proficiency (Performance) Tests, ILR 0-2, Reading, Cat1 | \$ 362,717.50 | \$ 315,738.33 | USA | 6 mos |
| Transparent Language | 132-32 | LPFTILR0-2R Cat2 | CL-150 Language Domain Proficiency (Performance) Tests, ILR 0-2, Reading, Cat2 | \$ 377,063.75 | \$ 328,226.45 | USA | 6 mos |

Proprietary Information of Trofholz Technologies, Inc. and Transparent Language, Inc.

| Manufacturer | SIN # | MFR Part # | Product Description | Retail Price/ MSRP/ MLP | GSA Price (with IFF of .75%) | Country of Origin | Warranty |
|----------------------|--------|--------------------|--|----------------------------|---------------------------------|----------------------|----------|
| Transparent Language | 132-32 | LPFTILR0-2R Cat3 | CL-150 Language Domain Proficiency (Performance) Tests, ILR 0-2, Reading, Cat3 | \$ 397,125.00 | \$ 345,689.37 | USA | 6 mos |
| Transparent Language | 132-32 | LPFTILR0-2R Cat4 | CL-150 Language Domain Proficiency (Performance) Tests, ILR 0-2, Reading, Cat4 | \$ 402,395.00 | \$ 350,276.80 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1-3L Cat1 | CL-150 Language Diagnostic Tests, ILR 1-3, Listening, Cat1 | \$ 681,923.75 | \$ 593,600.99 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1-3L Cat2 | CL-150 Language Diagnostic Tests, ILR 1-3, Listening, Cat2 | \$ 711,677.50 | \$ 619,501.03 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1-3L Cat3 | CL-150 Language Diagnostic Tests, ILR 1-3, Listening, Cat3 | \$ 759,291.25 | \$ 660,947.85 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1-3L Cat4 | CL-150 Language Diagnostic Tests, ILR 1-3, Listening, Cat4 | \$ 800,952.50 | \$ 697,213.13 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1-3R Cat1 | CL-150 Language Diagnostic Tests, ILR 1-3, Reading, Cat1 | \$ 670,263.75 | \$ 583,451.19 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1-3R Cat2 | CL-150 Language Diagnostic Tests, ILR 1-3, Reading, Cat2 | \$ 699,436.25 | \$ 608,845.27 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1-3R Cat3 | CL-150 Language Diagnostic Tests, ILR 1-3, Reading, Cat3 | \$ 746,103.75 | \$ 649,468.39 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1-3R Cat4 | CL-150 Language Diagnostic Tests, ILR 1-3, Reading, Cat4 | \$ 786,951.25 | \$ 685,025.32 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1P-2P-L Cat1 | CL-150 Language Diagnostic Tests, ILR 1+ thru 2+, Listening, Cat1 | \$ 569,782.50 | \$ 495,984.27 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1P-2P-L Cat2 | CL-150 Language Diagnostic Tests, ILR 1+ thru 2+, Listening, Cat2 | \$ 591,036.25 | \$ 514,485.23 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1P-2P-L Cat3 | CL-150 Language Diagnostic Tests, ILR 1+ thru 2+, Listening, Cat3 | \$ 625,042.50 | \$ 544,087.00 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1P-2P-L Cat4 | CL-150 Language Diagnostic Tests, ILR 1+ thru 2+, Listening, Cat4 | \$ 654,798.75 | \$ 569,989.22 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1P-2P-R Cat1 | CL-150 Language Diagnostic Tests, ILR 1+ thru 2+, Reading, Cat1 | \$ 561,435.00 | \$ 488,717.94 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1P-2P-R Cat2 | CL-150 Language Diagnostic Tests, ILR 1+ thru 2+, Reading, Cat2 | \$ 582,285.00 | \$ 506,867.45 | USA | 6 mos |

Proprietary Information of Trofholz Technologies, Inc. and Transparent Language, Inc.

| Manufacturer | SIN # | MFR Part # | Product Description | Retail Price/ MSRP/ MLP | GSA Price (with IFF of .75%) | Country of Origin | Warranty |
|---|--------|--------------------|--|----------------------------|---------------------------------|----------------------|----------|
| Transparent Language | 132-32 | LDTILR1P-2P-R Cat3 | CL-150 Language Diagnostic Tests, ILR 1+ thru 2+, Reading, Cat3 | \$ 615,625.00 | \$ 535,889.25 | USA | 6 mos |
| Transparent Language | 132-32 | LDTILR1P-2P-R Cat4 | CL-150 Language Diagnostic Tests, ILR 1+ thru 2+, Reading, Cat4 | \$ 644,796.25 | \$ 561,282.24 | USA | 6 mos |
| Transparent Language | 132-34 | TECSPT-LT01-7 | 1-Year Maintenance and Technical Support Plan for LiguaTest v 1.0 Test Delivery Software and Test Administration for up to 7 Tests | \$ 33,125.00 | \$ 28,834.65 | USA | 6 mos |
| Transparent Language | 132-34 | TECSPT-LT01-16 | 1-Year Maintenance and Technical Support Plan for LiguaTest v 1.0 Test Delivery Software and Test Administration for up to 16 Tests | \$ 46,856.25 | \$ 40,787.43 | USA | 6 mos |
| Transparent Language | 132-34 | TECSPT-LT01-25 | 1-Year Maintenance and Technical Support Plan for LiguaTest v 1.0 Test Delivery Software and Test Administration for up to 25 Tests | \$ 55,125.00 | \$ 47,985.21 | USA | 6 mos |
| Transparent Language | 132-33 | HSPT-LT01 | Annual license to Vendor-Hosted language tests for Reading and Listening. Vendor Hosting includes test delivery, scoring and reporting. There is no limit on the number of tests administered. Maximum of 400 concurrent users. - Requires active and valid LinguaTest support plan. | \$ 81,250.00 | \$ 70,726.50 | USA | 6 mos |
| Transparent Language | 132-53 | HSTART-LT01 | Vendor Hosting start-up costs. External hosting start-up costs for initial set-up and configuration. External hosting start-up costs for initial set-up and configuration. One time charge. | \$ 25,000.00 | \$ 21,762.00 | USA | 6 mos |
| Note: Prices proposed are for year 1. For each subsequent year there would be 5% increase from the previous year. | | | | | | | |

Proprietary Information of Trofholz Technologies, Inc. and Transparent Language, Inc.

| Manufacturer | SIN # | MFR Part # | Product Description | Retail Price/ MSRP/ MLP | GSA Price (with IFF of .75%) | Country of Origin | Warranty |
|---|--------|----------------|---------------------|----------------------------|---------------------------------|----------------------|----------|
| License (General) Community License - (based on population of community) | | | | | | | |
| Manufacturer | SIN # | MFR Part # | Product Description | Retail Price/ MSRP/ MLP | GSA Price (with IFF of .75%) | Country of Origin | Warranty |
| Transparent Language | | CL-150 License | Population | | | | |
| Transparent Language | 132-32 | CL-150 License | >=5000 | \$ 88.19 | \$ 76.77 | USA | |
| Transparent Language | 132-32 | CL-150 License | 4000 | \$ 93.31 | \$ 81.23 | USA | |
| Transparent Language | 132-32 | CL-150 License | 3000 | \$ 100.68 | \$ 87.64 | USA | |
| Transparent Language | 132-32 | CL-150 License | 2000 | \$ 113.54 | \$ 98.83 | USA | |
| Transparent Language | 132-32 | CL-150 License | 1500 | \$ 125.24 | \$ 109.02 | USA | |
| Transparent Language | 132-32 | CL-150 License | 1250 | \$ 132.65 | \$ 115.47 | USA | |
| Transparent Language | 132-32 | CL-150 License | 1000 | \$ 141.55 | \$ 123.22 | USA | |
| Transparent Language | 132-32 | CL-150 License | 750 | \$ 152.80 | \$ 133.01 | USA | |
| Transparent Language | 132-32 | CL-150 License | 500 | \$ 165.46 | \$ 144.03 | USA | |
| Transparent Language | 132-32 | CL-150 License | <=250 | \$ 181.48 | \$ 157.97 | USA | |
| Note: 1) Pricing table above shows prices at different population levels derived from Transparent Language volume price discount formula. Actual unit price and overall price for a specific population will be determined (by Transparent Language per TTI's request for quote) utilizing the same volume discount formula. | | | | | | | |
| Note: Prices proposed are for year 1. For each subsequent year there would be 5% increase from the previous year. | | | | | | | |

Proprietary Information of Trofholz Technologies, Inc. and Transparent Language, Inc.

| Manufacturer | SIN # | MFR Part # | Product Description | Retail Price/ MSRP/ MLP | GSA Price (with IFF of .75%) | Country of Origin | Warranty |
|---|--------|----------------|---------------------|----------------------------|---------------------------------|----------------------|----------|
| License (Language Intensive Org.) | | | | | | | |
| Manufacturer | SIN # | MFR Part # | Product Description | Retail Price/ MSRP/ MLP | GSA Price (with IFF of .75%) | Country of Origin | Warranty |
| Transparent Language | | CL-150 License | Population | | | | |
| Transparent Language | 132-32 | CL-150 License | >=5000 | \$ 88.19 | \$ 76.77 | USA | |
| Transparent Language | 132-32 | CL-150 License | 4000 | \$ 93.31 | \$ 81.23 | USA | |
| Transparent Language | 132-32 | CL-150 License | 3000 | \$ 100.68 | \$ 87.64 | USA | |
| Transparent Language | 132-32 | CL-150 License | 2000 | \$ 113.54 | \$ 98.83 | USA | |
| Transparent Language | 132-32 | CL-150 License | 1500 | \$ 125.24 | \$ 109.02 | USA | |
| Transparent Language | 132-32 | CL-150 License | 1250 | \$ 132.65 | \$ 115.47 | USA | |
| Transparent Language | 132-32 | CL-150 License | 1000 | \$ 141.55 | \$ 123.22 | USA | |
| Transparent Language | 132-32 | CL-150 License | 750 | \$ 152.80 | \$ 133.01 | USA | |
| Transparent Language | 132-32 | CL-150 License | 500 | \$ 165.46 | \$ 144.03 | USA | |
| Transparent Language | 132-32 | CL-150 License | <=250 | \$ 181.48 | \$ 157.97 | USA | |
| Note: 1) Pricing table above shows prices at different population levels derived from Transparent Language volume price discount formula. Actual unit price and overall price for a specific population will be determined (by Transparent Language per TTT's request for quote) utilizing the same volume discount formula. | | | | | | | |
| Note: Prices proposed are for year 1. For each subsequent year there would be 5% increase from the previous year. | | | | | | | |

Proprietary Information of Trofholz Technologies, Inc. and Transparent Language, Inc.